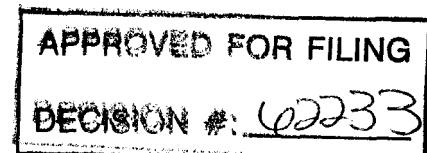


Business Customer Local Exchange Services Tariff

ORIGINAL

TELIGENT SERVICES, INC.

RATES, RULES, AND ADMINISTRATIVE REGULATIONS,
AS FILED WITH THE
ARIZONA CORPORATION COMMISSION,
FOR FURNISHING LOCAL EXCHANGE SERVICES
TO BUSINESS END USERS
WITHIN THE STATE OF ARIZONA



Issued: February 18, 2000

Issued By:
Terri B. Natoli
Vice President - Law and Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, Virginia 22 182

Effective: March 19, 2000

ORIGINALCHECK SHEET

Pages 1-75 of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>
Title	Original
1	Eighth Revised*
2	Fifth Revised
2.1	Fourth Revised*
3	First Revised
4	Eighth Revised*
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	First Revised
17	First Revised
17.1	Original
17.2	Original
18	First Revised
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

*Denotes new or revised page pursuant to this transmittal.

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V.P., Regulatory Affairs and Public Policy

Teligent Services, Inc.

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ORIGINALBusiness Customer Local Exchange Services TariffCHECK SHEET

(Continued)

<u>Page</u>		<u>Revision</u>
26		Original
27	—	Original
28		Original
29		First Revised
30		Original
31	—	Original
31.1		Original
32	— —	Original
33		First Revised
34		First Revised
35		Second Revised*
35.1		Original*
36		Second Revised*
37		First Revised
37.1		Original
37.2		Original
37.3		Original
37.4		Original
37.5		Original
38		First Revised -
39		First Revised
40		First Revised
41		First Revised
42		First Revised
43		First Revised
44		First Revised
45		First Revised
46		First Revised -
47		First Revised
48		First Revised
49		First Revised

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Business Customer Local Exchange Services Tariff

CHECK SHEET

(Continued)

ORIGINAL

<u>Page</u>	<u>Revision</u>
50	First Revised
50.1	Original
50.2	Original
50.3	Original
50.4	First Revised*
50.5	Original
50.5.1	First Revised
51	Second Revised
52	First Revised
53	First Revised
54	First Revised
55	First Revised
56	Second Revised
57	Second Revised
57.1	Original
58	First Revised
59	First Revised
60	First Revised
61	Second Revised
62	Second Revised
63	Second Revised
64	Second Revised
65	Second Revised
66	Original
67	Original
68	Original
69	Original
70	Original
71	Original
72	Original
73	Original
74	Original*
75	Original*

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Business Customer Local Exchange Services Tariff

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>	
TITLE	Title	
CHECK SHEET		
TABLE OF CONTENTS	3	
TARIFF FORMAT SHEET	5	
APPLICATION OF TARIFF	6	
 SECTION 1 – DEFINITIONS	 7	
 SECTION 2 – RULES AND REGULATIONS	 14	
2.1 Undertaking of Teligent	14	
2.2 Use of Service	14	
2.3 Limitations	15	
2.4 Liabilities of Teligent	16	
2.5 Responsibilities of the Customer	18	
2.6 Application for Service	21	
2.7 Establishing Credit, Deposits, and Advance Payments	21	
2.8 Payment of Charges	22	
2.9 Interruption of Service	26	
2.10 Restoration of Service	27	
2.11 Disconnection of Service by Customer	27	
2.12 Cancellation for Cause	27	
2.13 Notice and Communication	28	
2.14 Title to Facilities	29	
2.15 Taxes, Surcharges, and Utility Fees	30	
2.16 Access to Telephone Relay Service	30	
2.17 Interconnection	30	
2.18 Special Construction	31	
2.19 Rounding	31.1	
 SECTION 3 – SERVICE DESCRIPTIONS	 32	
3.1 General	32	
3.2 Non-Recurring Service Charges	33	
3.3 Local Exchange Service	33	
3.4 Teligent Discount Pricing Plan	46	(T)
3.5 Operator Assisted Services	48	
3.6 Emergency or 9-1-1 Telecommunication Service	50	
3.7 Tel-Relay Service (TRS)	50.1	
3.8 Custom Service Arrangements	50.2	
3.9 Term Agreements	50.3	(T)
3.10 Integrated Access Service (IAS)	50.5	(N)

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Business Customer Local Exchange Services Tariff

ORIGINALTABLE OF CONTENTS

(Continued)

SECTION 4 – TELIGENT PRICING SCHEDULE	51	
4.1 Non-Recurring Service Charges	51	
4.2 Local Exchange Service	51	
4.3 Directory Services	54	
4.4 Operator Assisted Services	55	
4.5 Emergency or 9-1-1 Telecommunications Service	55	
4.6 Teligent Discount Pricing Plan	56	
4.7 Integrated Access Service (IAS)	57.1	
SECTION 5 – PROMOTIONS AND DISCOUNTS	58	
5.1 General	58	
5.2 Non-Regulated Promotions Involving Tariffed Services	58	
5.3 Reserved for Future Use	58	
5.4 Teligent Site Sign-Up Credit	59	
5.5 Teligent 3Q2000 Promotion	61	
5.6 Teligent 4Q2000 Promotion	62	
5.7 Teligent 14200 1 Promotions	64	
5.8 Teligent Site Coupon Promotion	67	
5.9 Teligent 24200 1 Promotions	68	
5.10 DSL Service Promotion	71	
5.11 Teligent 3Q2001 Promotion	73	
5.12 Teligent 4Q2001 Promotion	74	(N)
EXCHANGE MAPS		Maps

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TARIFF FORMAT SHEET

1. **Page Numbering** – Page Numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 3.5 would be 34.1.
2. **Page Revision Numbers** Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Arizona Corporation Commission. For example, the Fourth Revised Page No. 34 cancels the Third Revised Page No. 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Customers should consult with the Check Sheet for the page currently in effect.
3. **Paragraph Numbering Sequence** → There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - I.
 - 1.1
 - 1.1.1
 - 1.1.1.A
 - 1.1.1.A.1
 - 1.1.1.A.1.(a)
 - 1.1.1.A.1.(a)(I)
 - 1.1.1.A.1.(a)(I)(i)
 - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check Sheet of Effective Pages** – When a tariff filing is made with the Arizona Corporation Commission, an updated Check Sheet of Effective Pages (“Check Sheet”) will accompany the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the new page revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on the Check Sheet if these are the only changes made to it (i.e., the format, etc.). Customers should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.
5. **Symbols Used in this Tariff**
 - (C) To signify a changed listing, rule, or condition which may affect rates or charges.
 - (D) To signify discontinued material, including listing, rate, rule, or condition.
 - (I) To signify a rate increase.
 - (L) To signify material relocated from or to another part of the tariff with no change in text, rate, rule, or condition.
 - (N) To signify new material including listing, rate, rule, or condition.
 - (R) To signify a rate reduction.
 - (T) To signify a change in wording of text, but no change in rate, rule, or condition.

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Business Customer Local Exchange Services Tariff

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, and terms and conditions of Teligent Services, Inc. applicable to the furnishing of communications services within the State of Arizona. The offerings, rates, and terms and conditions contained herein as subject to the jurisdiction of the Arizona Corporation Commission.

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Business Customer Local Exchange Services Tariff

SECTION 1 - DEFINITIONS

Access Arrangement — Any equipment or access facility necessary to connect the Customer's voice/data/video equipment to a Teligent Point-of-Presence for transmission purposes.

Account — Either a Customer's physical location or individual service represented by a unique account number within the Billing Hierarchy. Multiple Services, each with a unique account number, may be part of one physical location.

Accounting Code — A multi-digit code that enables a Customer to allocate charges to its internal accounts.

Application for Service — The Teligent order process that includes technical, billing, and other descriptive information provided by the Customer that allows Teligent to provide requested communications services for the Customer and Customer's Authorized Users. Upon acceptance by Teligent, the Application for Service becomes a binding contract between the Customer and Teligent for the provision and acceptance of services.

Authorization Code — A multi-digit code that enables a Customer to access Teligent's network and enables Teligent to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User — A person, firm, or corporation, who is authorized by the Customer to be connected to the service of the Customer.

Automatic Number Identification (ANI) — The calling telephone number identification that is forwarded to Teligent's network by the Local Exchange (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group B direct or Feature Group D interconnections are used to gain access to Teligent's telecommunications service.

Bandwidth — The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Billing Hierarchy — Allows Customers to combine multiple accounts and Services into a single billing structure. Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Customer may specify where the invoices are to be sent and who is to receive them. The Customer can select the data format for their invoice and call detail, microfiche, or magnetic tape.

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Business Customer Local Exchange Services Tariff

BIT An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

Business Hours — The phrase “business hours” means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday, excluding holidays.

Business Office The phrase “business office” means the primary location where the business operations of Teligent are performed and where a copy of Teligent’s tariff is made available for public inspection. The address of the business office is 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22 182.

Called Station The terminating point of a call (i.e., the called number).

Calling Station The originating point of a call (i.e., the calling number).

Calling Area A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier — The term “carrier” means Teligent Services, Inc.

Carrier Identification Code (CIC) — A number assigned to any entity purchasing Feature Group B and/or D services. These codes are used with Feature Group B access as 950-CCCC, where CCCC equals the Carrier Identification Code, and casual calling with 1010CCC.

Central Office — A Local Exchange Carrier’s office where a Customer’s lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Channel or Circuit A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Customer’s own choosing.

Commission Arizona Corporation Commission

Company — The term “Company” means Teligent Services, Inc.

Customer — The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this tariff.

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Business Customer Local Exchange Services Tariff

Customer-Provided Equipment – Telecommunications equipment provided by a Customer used to originate calls using Teligent's service located at the originating location.

Day The term "day" means 8:00 A.M. to, but not including 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Dedicated Access Line (DAL) – A dedicated communications channel that terminated on a general access port provided by Teligent and has the capacity of a voice grade circuit.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for Dialed Number Identification Service (DNIS) Designates the digits to be outpulsed for each toll-free number terminating to a dedicated access facility. DNIS allows a Customer to receive calls to multiple toll free numbers on the same dedicated access facility.

Digital Transmission Information transmitted in the form of digitally encoded signals.

Direct Dialed Call – A call requiring no operator assistance.

Entrance Facility – The physical circuit arrangement that connects an Entrance Site to a Teligent Point-of-Presence.

Entrance Site -A location of Teligent's transmission facilities from which Services can be provided for a Customer to any other Entrance Site or Point-of-Presence.

Evening – The term "evening" means 5:00 P.M. to, but not including, 11:00 P.M. local time at the originating city, Sunday through Friday and all Company specific holidays, except when a lower rate would apply.

Exchange Area – A geographically defined area wherein the telephone industry, through the use of maps or legal descriptions, sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

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Exemption Certification – A written notification provided by the Customer certifying that the Customer's dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Teligent's service with the local exchange network, or (b) the facility is associated with a Switched Access service that is subject to Carrier Common Line Charges.

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to Teligent Services.

FCC – Federal Communications Commission

Hierarchy – See "Billing Hierarchy"

Incomplete Call Any call where voice transmission between the calling and the called station is not established (i.e., busy, no answer, etc.).

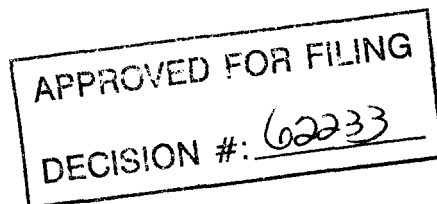
Integrated Services Digital Network (ISDN) A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax, and other communications services over multiple channels which have been combined to provide a single transmission path.

Interexchange Carrier (IXC) A common carrier that provides long distance domestic and international communications services to the public.

Invoice Point – A level in the Billing Hierarchy at which accounts are grouped together (aggregated) for the purpose of billing the Customer.

KiloBits Per Second (Kbps) – The number of one thousand bits transmitted in a one-second interval.

Local Access Facility – The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Customer's location.



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Local Access Transport Area (LATA) -The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in United States v. Western Electric Co., Inc., 552 F.Supp. 13 1 (D.D.C. 1982), within which a local exchange company provides communication services.

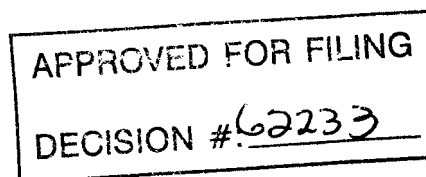
Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Location - A physical premises to or from which Teligent provides service. In instances where a Customer obtains service from Teligent at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location that a Customer owns or leases, or that is occupied by a business enterprise in which the Customer has an equity interest of twenty (20) percent or more, or which is occupied by a franchisee of the Customer. All locations other than "associated" locations will be considered "non-associated."

Mega Bits Per Second (Mbps) - The number of one million bits transmitted in a one-second interval.

Minimum Annual or Monthly Commitment (MAC or MMC) - The amount of service that the Customer commits to purchase during each year or each month of a promotional or discount pricing offering. The Customer's MAC/MMC includes charges for all Services identified in the Customer's agreement as contributory, after all applicable discounts. The MAC/MMC does not include non-usage charges, such as taxes, interest, surcharges, access facilities charges, and other charges associated with access, fixed recurring charges, installation charges, and other non-recurring charges. If the Customer fails to satisfy the MAC/MMC, the Customer shall pay to Teligent, in addition to all other charges, the difference between the MAC/MMC and the Customer's actual charges for such services for each year or month in which the Customer does not achieve the MAC/MMC.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.



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Night/Weekend – The words “night/weekend” mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. and before 8:00 A.M. Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Business Hours -The phrase “Non-Business Hours” means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and holidays.

Normal Work Hours – The time after 8:00 A.M. and before 5:00 P.M. Monday through Friday, excluding Teligent-observed holidays.

North American Dialing Plan (NADP) – The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) NXX (exchange) XXXX (station number) format.

NPA An area code, otherwise called numbering plan area.

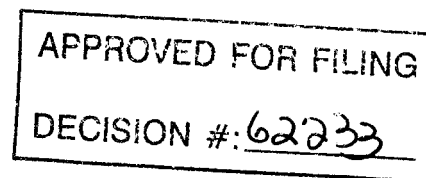
Off-Network Access Line (Off-Net) – A facility leased by Teligent and used in common by Customers to enter or exit the Teligent system. Off-Net is also known as switched service.

On-Network Access Line (On-Net) – A facility that connects a Customer’s location directly to the Teligent network for entrance or exit. On-Net is also known as dedication service.

Other Common Carrier (OCC) – The term “other common carrier” denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Permanent Virtual Circuit (PVC) – A virtual point-to-point (non-switched) logical link between two specific end-points over which packet (frames) data can be transmitted according to defined service characteristics.

Point-of-Presence – Teligent’s physical presence where Teligent maintains intercity communications channels and local distribution facilities for the purpose of providing its Services.



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Business Customer Local Exchange Services Tariff

Premises – A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) The interexchange carrier to which a switched access lines is presubscribed.

RF – Radio Frequency

Regular Billing – A standard bill sent in the normal monthly Teligent billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service The phrase “residential service” means telecommunications services used primarily as non-business service.

Resp Org (Responsible Organization) – The entity responsible for managing and administering a Customer’s toll free records in the 800 Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each toll free number.

Services – Teligent’s regulated common carrier communications service provided under this tariff.

800 Service Management System (SMS/800) – The centralized operations support system used to create and update toll-free records that are then downloaded to Service Control Point (“SCPs”) for processing toll-free service calls. The system is used by Resp Org to manage and administer toll-free records.

Subscriber The term “Customer” is synonymous with the term “Subscriber.”

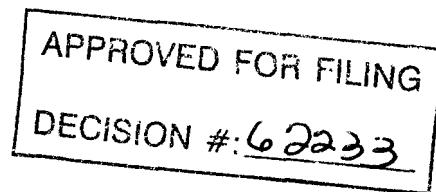
Switch The term “switch” denotes an electronic device that is used to provide circuit sharing, routing, and control.

Tier- 1 Interexchange Carrier – The term “Tier-1 IXC” means either AT&T, MCI/Worldcom, and/or Sprint

Timely Payment A payment on a Customer’s account made on or before the due date.

T-1 – A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Underlying Carrier A provider of interstate telecommunications services from whom Teligent acquires services that it resells to Customers. timely payment.



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Business Customer Local Exchange Services Tariff

SECTION 2 ■ RULES AND REGULATIONS2.1. Undertaking of Teligent

- 2.1.1. Teligent undertakes to provide telecommunications services within the State of Arizona on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. Teligent installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Teligent network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. Teligent's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff and regulations of the Commission.
- 2.2.2. Services provided under this tariff shall not be used for actual or threatened unlawful purposes. In addition, service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

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2.3. Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of Teligent to provide service is dependant upon its ability to procure, construct, and maintain facilities that are required to meet the customer's order for service. Teligent's provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the customer's premises, referred to as a TAS. Teligent's microwave equipment, referred to as a TN, requires an unobstructed line-of-sight to a point of interconnection with Teligent's network at a Teligent base station or node. Teligent's equipment cannot be installed on the rooftop without the consent of the building owner and/or property manager(s). In addition, Teligent's equipment cannot be installed without access to the building's telephone closet(s), which may not be under the control of the customer or Teligent. Therefore, Teligent's facilities-based services are limited to the availability of rooftop access, an unobstructed line-of-sight to a point of interconnection, and telephone closet access. Teligent will make all reasonable efforts to secure the necessary facilities.
- 2.3.2 Teligent reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Teligent, when necessary because of lack of facilities, relevant resources, or due to causes beyond Teligent's control. In addition, Teligent reserves the right to discontinue service when the Customer is using the service in violation of law or the provisions of this tariff.
- 2.3.3 Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4 Teligent reserves the right to refuse service to Customers due to insufficient or invalid charging information.

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Business Customer Local Exchange Services Tariff

- 2.3.5. Teligent may block calls that are made to certain cities, or central office exchanges, or use certain authorization codes as Teligent, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of service.
- 2.3.6. Teligent will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. Teligent may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Teligent shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Teligent will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When Teligent is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of the Customer's service.

[SECTION 2.4 NOW STARTS ON PAGE 17.]

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2.4 Liabilities of Teligent

2.4.1. UNLESS TELIGENT'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE IS ESTABLISHED IN A JUDICIAL OR ADMINISTRATIVE PROCEEDING, TELIGENT'S LIABILITY ARISING OUT OF EVENTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, FAILURES, OR DEFECTS PRIOR TO THE ACTIVATION OF SERVICE SHALL NOT EXCEED THE APPLICABLE INSTALLATION CHARGE, IF ANY. NO OTHER LIABILITY SHALL ATTACH TO TELIGENT AND CUSTOMER SHALL HAVE NO OTHER RIGHTS OR REMEDIES. UPON ACTIVATION OF SERVICE, UNLESS TELIGENT'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE IS ESTABLISHED IN A JUDICIAL OR ADMINISTRATIVE PROCEEDING, TELIGENT'S LIABILITY, IF ANY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, FAILURES OR DEFECTS IN THE INSTALLATION, PROVISION, TRANSFER, TERMINATION, MAINTENANCE, REPAIR, OR RESTORATION OCCURRING IN THE COURSE OF FURNISHING SERVICE, CHANNELS OR OTHER FACILITIES SHALL NOT EXCEED THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS OCCUR. FOR THE PURPOSE OF COMPUTING SUCH AMOUNT, A MONTH IS CONSIDERED TO HAVE THIRTY (30) DAYS. NO OTHER LIABILITY SHALL ATTACH TO TELIGENT AND CUSTOMER SHALL HAVE NO OTHER RIGHTS OR REMEDIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TELIGENT, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY FOR ANY DIRECT, INDIRECT, ACTUAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, PUNITIVE, SPECIAL OR OTHER DAMAGES OR FOR LOST PROFITS FOR ANY REASON WHATSOEVER SUFFERED IN CONNECTION WITH, ARISING FROM, OR RELATED TO EVENTS, DEFECTS, MISTAKES, ACTS, OMISSIONS, RIGHTS, PRIVILEGES, OR SERVICES CONTEMPLATED IN THIS TARIFF OR FOR A SERVICE OUTAGE, INTERRUPTION, FAILURE, ERROR, INSTALLATION, ACTIVATION, TERMINATION, DELAY, OR TRANSFER, WHETHER A CLAIM FOR SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, MISREPRESENTATION, FRAUD, OR ANY OTHER THEORY OR CAUSE OF ACTION REGARDLESS OF WHETHER TELIGENT HAD BEEN ADVISED OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES.

2.4.2. Teligent shall not be liable for any claims for loss or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by any other party; (iii) any act or omission of any other party; or (iv) equipment, facility or service furnished by a third party; (v) any intentional, wrongful act of an employee when such act is not within the scope of the employee's responsibilities for Teligent and/or is not authorized by Teligent; and (vi) any representations made by employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

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- 2.4.3.** When the facilities of other carriers are used in establishing connections, Teligent shall not be liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Teligent from any third-party claims for such damages.
- 2.4.4.** Teligent does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Teligent harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5.** Teligent is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus and associated wiring furnished by Teligent on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Teligent negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Teligent without written authorization. The Customer will indemnify and save harmless Teligent from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6.** Teligent and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party. With respect to the services, materials and equipment provided hereunder, Teligent hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims **all warranties of merchantability and fitness for a particular purpose.**

(C)

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- 2.4.7. Teligent is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Teligent network. Teligent may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, Teligent does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities. In no event shall Teligent be liable for protection of Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure or information through accident, fraudulent means or devices or any other method. (C)
- 2.4.8. Teligent shall not be liable for the interception or breach in privacy or security of any service or communication provided under this Tariff or over Teligent's facilities.
- 2.4.9. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Teligent facility that provides interconnection. Teligent shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.10. Teligent will not be responsible if any changes in its service cause hardware or software not provided by Teligent to become obsolete, require modification or alteration, or otherwise affect the performance of such hardware or software. (C)

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[SECTION 2.4.7 THROUGH 2.4.10 ARE NOW ON THE IMMEDIATELY PRECEDING PAGE.]

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2.5. Responsibilities of the Customer

- 2.5.1. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment or communications systems with Teligent's facilities or services. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Teligent, except upon the written consent of Teligent. The equipment Teligent provides or installs at the Customer premises for use in connection with the service that Teligent offers shall not be used for any purpose other than for which it was provided.

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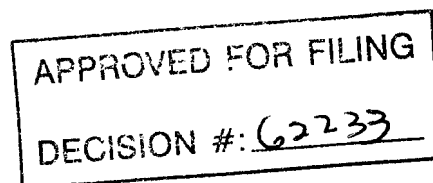
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- 2.5.2. The Customer shall ensure that the equipment and/or system is properly interfaced with Teligent's facilities or services; that the signals emitted into Teligent's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teligent will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.3. If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Teligent's personnel or the quality of service to other Customers, Teligent may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Teligent may, upon written notice, terminate the Customer's service.
- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Teligent's service. The Customer shall be responsible for payment of all applicable charges for services provided by Teligent and charged to the Customer's accounts, even where those calls are originated by **fraudulent** means either from Customer's premises or from remote locations. In addition, the Customer shall be responsible for all calls charged by fraudulent means to the Customer's prepaid calling card.
- 2.5.5. Teligent shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Teligent's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Teligent's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Teligent's service. The Customer shall be liable for:
- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of Teligent's equipment or facilities on the Customer's premises.
- 2.5.5.B Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit.



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Business Customer Local Exchange Services Tariff

- 2.5.5.D. Payment for all Teligent service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6. The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Teligent's services. If the verification (i.e., a letter of authorization) cannot be produced within 5 (five)-calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.
- 2.5.7. The Customer shall not use the Teligent name, logo or trademark in any promotional materials, contracts, tariffs, service bills, etc., without expressed written authorization from Teligent. The Customer shall not use the Teligent name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Teligent's name or trademark on any of the Customer's products or services.
- 2.5.8. In instances where Teligent is connecting its service to the Customer's own customer-provided communications system or equipment or to any service or equipment provided by others, the Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.
- 2.5.9. The software used to provide Teligent's services is proprietary and the Customer shall protect such software.
- 2.5.10. The Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Teligent. Teligent may assign any service orders to its parent company or any affiliate. Teligent will notify Customers of any such assignment.
- 2.5.11. Except for the gross negligence or willful misconduct of the premises or property owner, Customer shall not hold or seek to hold premises or property owner or wholly-owned subsidiary thereof liable for damages arising out of the provision of Teligent services.

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Business Customer Local Exchange Services Tariff

2.6. Application for Service

- 2.6.1. Applicants wishing to obtain service may apply for service orally with Teligent or pursuant to a completed and signed written service order.
- 2.6.2. An Application for service may be changed by the Customer upon written notice to Teligent, subject to acceptance and confirmation by Teligent, provided that a charge will apply to any change when Teligent receives the request after notification by Teligent of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lessor of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Teligent in accommodating each change, less net salvage. The costs incurred by Teligent will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.3. Where the Customer or applicant cancels an Application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Teligent shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Teligent will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort. If Teligent should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Customer.

2.7. Establishing Credit, Deposits and Advance Payments

- 2.7.1. Teligent shall not collect from customers, or potential customers, any prepayments, advances, or deposits. In the future, should Teligent decide it wishes to collect from customers, or potential customers, any prepayments, advances, or deposits, then it shall do so in accordance with Arizona Corporation Commission rules.

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Business Customer Local Exchange Services Tariff

2.8. Payment of Charges

2.8.1. Teligent shall present invoices for recurring charges monthly to the Business Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. Two methods of providing Business Customers with billing detail and invoices are available. A Business Customer must elect one of the billing methods at the time they sign up for service. Teligent offers the following types of billing methods:

2.8.1.A Electronic Billing Teligent offers its Business Customers the option to obtain their bills electronically, via the Internet. The electronic bill will contain all required call detail information as required by Commission rules.

1. Business Customers will receive, via electronic mail (Email), a remittance page that will summarize the total charges due, and serve as a reminder that the current month's detailed bill is available for viewing.
2. A Business Customer electing electronic billing will not receive a paper bill. At any time, the Business Customer may call Teligent's Customer Service Department at 1-888-411-175 to request a paper copy of their bill.
3. Business Customer's wishing to discontinue taking electronic billing shall notify Teligent and Teligent will, without penalty, provide paper billing as set forth below.

2.8.1.B Paper Billing – Business Customer's electing not to receive electronic billing will receive a detailed paper copy of their bill, via United States Postal Service.

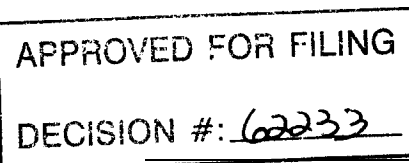
2.8.2. When billing is based on customer usage, charges will be billed monthly for the usage in preceding billing periods. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. The Customer will be billed for all accrued usage beginning immediately upon access to the service. The rates charged to a Customer for usage charges will be the rates in effect on the first day of the Customer's billing cycle.

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DECISION #: 62233

Business Customer Local Exchange Services Tariff

- 2.8.3. Bills are due and payable as specified on the bill, the due date will not be less than twenty-one (21) days after the date of the postmark on the bill. The Customer's first bill may be issued up to ninety (90) days after the date of installation.
- 2.8.4. Bills may be paid by mail or in person at the business office of Teligent or an agency authorized to receive such payment. All charges for service are payable only in United States funds. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Customer payments are considered prompt when received by Teligent or its agent by the due date on the bill. If the Customer remits to Teligent on more than one occasion during a twelve (12) month period a check, draft, or other instrument that is dishonored, Teligent may **refuse** acceptance of future checks and place the Customer on a "cash basis," pursuant to which Teligent has the right to refuse acceptance of anything as payment other than United States currency, United States Postal Service money orders, or cashier's check.
- 2.8.5. If Teligent does not receive any portion of the payment, or if Teligent receives any portion of the payment in funds that are not immediately available, by the due date, then a late payment penalty shall be due to Teligent. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the one and one half percent (1.5%) late charge. Unpaid amounts are subject to a late fee every subsequent due date to the extent the amount remains unpaid.
- 2.8.6. Teligent may assess up to twenty dollars (\$20.00), or five percent of the amount of the check, which ever is greater, for each check returned for insufficient funds.

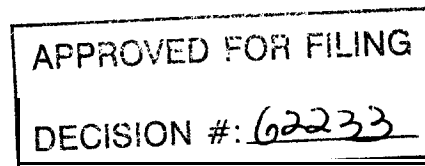


Business Customer Local Exchange Services Tariff

- 2.8.7. Any disputed charge may be brought to Teligent's attention by verbal or written notification. In the case of a billing dispute between the Customer and Teligent that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in depth investigation into the disputed amount and a review by a Teligent manager. During the period that the disputed amount is under investigation, but in no event to exceed 60 days, Teligent shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Teligent may discontinue service. In the event the dispute is not resolved, Teligent shall inform the customer that the customer has the option to pursue the matter with the Commission. If there is still a disagreement after investigation and review by Teligent supervisory personnel, the Customer has the option to pursue the matter with the Commission. A complaint may be submitted either verbally or in writing to the following:

Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007
(602) 542-425 1
Toll free 1-800-222-7000

- 2.8.8. All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through Teligent's business office. Carrier will make no refund of overpayments unless the claim for such, together with proper evidence is submitted within one (1) year from the date of alleged overpayment. In calculating refunds, usage discounts will be adjusted based on total usage after all credits or adjustments have been applied. In the event of a billing error resulting in an overbilling or overcharge to its Customers, Teligent may refund the amount overbilled or overcharged, with interest from the date of overpayments, by means of a pro-rata credit to the account of all existing Customers on a date certain, or by check if the account is final, or if so request by the Customer.



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- 2.8.9. Teligent will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to the Customer, unless the Customer informs Teligent within thirty (30) days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will be charged:

Bills dated within 90 days prior to receipt of the request	\$5 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers
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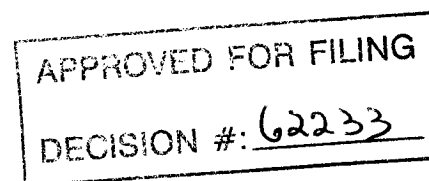
Bills dated more than 90 days but less than twelve months previously	\$10 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers
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Bills dated more than 12 months but less than 48 months previously	\$50 per bill, plus \$0.25 for each telephone numbers reflected on bill over five numbers
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Teligent shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit.

Teligent will not provide a copy of a bill that is over four (4) years old.

- 2.8.10 If billing for Teligent's services are found to differ from Teligent's tarified rates, or if Teligent fails to bill the customer for such services, Teligent will calculate a billing adjustment. If an underbilling is for \$25 or more, Teligent will offer the customer an installment payment arrangement option for the same length of time as that of the underbilling. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If Teligent adjusts an overcharge within three billing cycles of the bill in error, interest is not applicable. However, if Teligent does not adjust an overcharge within three billing cycles of the bill in error, interest, to be compounded annually, shall be applied to the amount of the overcharge in accordance with State and Public Utility Commission rules.



ORIGINALBusiness Customer Local Exchange Services Tariff

- 2.8.11 Any applicant or one for whom an application is made, owning Teligent for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such service, before any additional service will be furnished. In accordance with State and Public Utility Commission rules, Teligent will provide proof of past indebtedness, which includes copies of billing records and related documentation, verification of tariffed rates used and documentation of all other elements of any bill required to be paid as a condition of service restoration.

2.9. Interruption of Service

- 2.9.1. A credit allowance will be issued to the Customer for the interruption of service that is not due to Teligent's testing or adjusting; an act, omission, or negligence of the Customer; the failure of channels or equipment provided by the Customer; or electric power failure where the Customer furnishes such electric power. Interruptions of service are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Teligent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end user shall ascertain that the trouble is not being caused by any action, omission, or negligence by the Customer within his or her control; electric power failure where the Customer furnishes such electric power; or wiring or equipment, if any, furnished by the Customer and connected to Teligent's facilities.

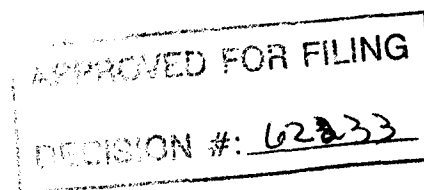
- 2.9.2. The Customer shall be credited for an interruption of 12 hours or more. The amount of the credit will be the greater of 1/30th of the monthly charge for the facilities affected or 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. For purposes of credit computation, every month shall be considered to have 720 hours.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" , outage time in hours
"B" , total monthly charge for affected facility

- 2.9.3. The credit will appear on the subsequent bill for service. A check in the amount of the credit will be issued if the interruption occurs during the Customer's final billing cycle and the Customer's final bill shows no amount owed.



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Business Customer Local Exchange Services Tariff

2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11. Disconnection of Service by the Customer

2.11.1. By giving advance written notice, the Customer may disconnect service at any time following its minimum service requirement(s).

2.11.2. Teligent will have up to 30 days to complete disconnect. The Customer will be responsible for all charges for 30 days or until disconnect is effected whichever is sooner. This 30-day period will begin upon receipt of the written notification from the Customer. However, in the event that the Customer continues to utilize Teligent's services beyond the date upon which the services are to be disconnected, the Customer will be liable for the usage charges incurred.

2.11.3. For non-usage sensitive charges, Customers will be liable for the entire monthly recurring charge during the month the Customer's service terminates.

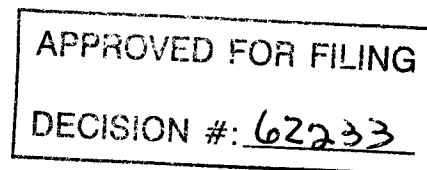
2.11.4. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

2.11.5. If the Business Customer is not satisfied with Teligent's services during the first 90 days after service installation, Teligent will pay the installation and activation fees, up to a customer maximum of \$1500, for all services being reconnected to the Business Customer's prior service provider.

2.12. Cancellation for Cause

2.12.1. Teligent, by giving ten (10) days prior written notice to the Customer or applicant, and in accordance with State and Public Utility Commission rules, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

2.12.1.A. Non-payment of any sum due to Teligent for service for more than 30 days beyond the date of rendition of the bill for such service. In the event Teligent terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or



Business Customer Local Exchange Services Tariff

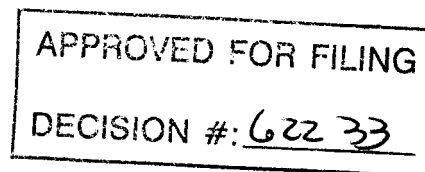
- 2.12.1.B. Non-payment of any sum due to Teligent for service for more than 30 days beyond rendition of the bill on any Teligent account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or
- 2.12.1.C. A violation of or failure to comply with, any regulation of this tariff if the noncompliance is not corrected within that ten (10) day period.
- 2.12.1.D. Teligent confirms that both a phone number and mailing address are no longer valid for the Customer; or
- 2.12.1.E. Teligent is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

The discontinuance of service(s) by Teligent pursuant to this section does not relieve the Customer of any obligation to pay Teligent for changes due and owing for service(s) furnished up to the time of discontinuance.

- 2.12.2. If Teligent terminates service for any cause set forth above and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.
- 2.12.3. If service is disconnected for non-payment the Customer may restore service by full payment in any reasonable manner including by personal check. However, Teligent may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

2.13. Notice and Communication

- 2.13.1. The Customer shall designate on the Application for service an address to which Teligent shall mail or deliver all notices and other communications except that Teligent may also designate a separate address to which Teligent's bills for service shall be mailed.



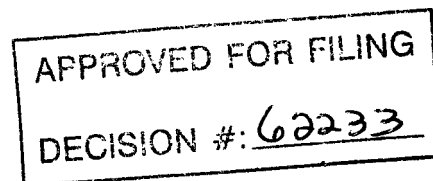
Business Customer Local Exchange Services Tariff

- 2.13.2. Teligent shall designate on the Application for service an address to which the Customer shall mail or deliver all notices and other communications, except that Teligent may designate a separate address on each bill for service to which the Customer shall mail payment on that bill until designated by Teligent. Until otherwise designated, all notices or other communications required to be given pursuant to this tariff shall be made in writing to Teligent Services, Inc., 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22 182 or by calling Teligent's toll-free customer service number 1-888-4 1 1-1175.
- 2.13.3 Notices and other communications of either party, and all bills mailed by Teligent, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4. Teligent or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.135. The Commission's address is:

Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007
(602) 542-425 1
Toll free 1-800-222-7000

2.14. Title to Facilities

Title to all facilities provided by Teligent in accordance with this tariff remains with Teligent. The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Teligent reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.



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Business Customer Local Exchange Services Tariff

2.15. Taxes, Surcharges and Utility Fees

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Teligent by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.16. Access to Telephone Relay Service

When required by the Commission, Teligent will participate in telephone relay service for handicapped or hearing-impaired Customers, and will comply with all regulations and requirements relating thereto. Teligent shall impose any monthly surcharge or any other related charge upon its local exchange Customers as may be required by state law.

2.17. Interconnection

Teligent will make appropriate interconnection arrangements with other telecommunications companies at reasonable prices, and under reasonable terms and conditions that do not discriminate against or are not in favor of any provider, including the local exchange carrier. Appropriate interconnection arrangements shall provide access on an unbundled, nondiscriminatory basis to physical, administrative and database network components. Teligent will provide appropriate interconnection arrangements within six (6) months of receiving a bona fide request for interconnection. The interconnection arrangements will be in the form of a tariff and will be filed with the Commission for its approval before becoming effective.

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2.18. Special Construction

At the Customer's request, installation and/or maintenance may be performed outside Teligent's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to Teligent will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Subject to the agreement of Teligent and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishings of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. involving abnormal costs; or
8. in advance of its normal construction.

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Business Customer Local Exchange Services Tariff

SECTION 3 – SERVICE DESCRIPTIONS

3.1 General – Business Services consist of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independently of the other and is offered via Teligent's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted.

Business Services provide a Customer with a connection to Teligent's switching network that enable the Customer to:

1. Receive calls from other stations on the public switched telephone network;
2. Access Teligent's services as set forth in this tariff;
3. Access intrastate, interstate, and international calling services provided by Teligent or another certified common carrier of the Customer's choice;
4. Access (at no additional charge) Teligent's operators and business office for service related assistance;
5. Access toll-free telecommunications services such as 800 NPA; and
6. Access 9-1-1 service for emergency calling.

3.1.1 Service is furnished only for use by the Customer, its guests, employees, and business associates.

3.1.1 .A Service is available whenever the use of the service is primarily or substantially of a business, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates are applicable to:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private, or parochial schools, hospitals, nursing homes, libraries, institutions, churches, and all other establishments of a strictly business nature.
2. Any location where a business designation is provided or when a title indicating a trade, occupation, or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone-answering firm will carry business rate.
4. Residential locations where the Customer has no regular business telephone service and the use of the service, by the Customer, members of the household, or guests, is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

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Business Customer Local Exchange Services Tariff

3.2 Non-Recurring Service Charges -- The following charges are applicable to all services unless otherwise noted.

3.2.1 Service Connection Charges

3.2.1 .A Establish New Service (Per Order) -- for the processing of a Customers' request to establish new service.

3.2.1 .B Transfer Service -- for the relocation of existing service to a different rate demarcation point, building, or property.

3.2.1.C Line Connection (Per Line) for the connection of each local exchange line or Private Branch Exchange (PBX) trunk.

3.2.1 .D Line Change Charge (Per Line) applies to any Customer request that requires Teligent to change the Customer's local exchange line or PBX trunk.

3.2.1 .E Change Telephone Number (Per Line) -- applies to any Customer request that requires Teligent to change the Customer's telephone number.

3.2.1 .F Record Order Change (Per Billing Record Change) -- applies to any Customer request for a change in service that results in a change in the Customer's records. For example, a change in directory listing. A record change does not require any physical plant change or central office work to be done on the Customer's account.

3.2.1 .G Restoration of Service -- for the programming of a Customer's request to restore service after service is suspended.

3.3 Local Exchange Service -- Service provides a Customer with the ability to originate calls from a Teligent-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchange and areas included in the Customer's local calling area. Calls to destinations outside the local calling area, but within the same LATA will be charged the intraLATA rates, pursuant to this tariff. Calls to destinations outside the Customer's LATA but within the same state will be charged Interexchange Communications Service rates.

3.3.1 Basis of Call -- Local Service is available on a flat basis.

3.3.1 .A Flat Basis -- Customers are assessed a monthly recurring charge for Business Line Trunk Service, including unlimited local calling.

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Business Customer Local Exchange Services Tariff

3.3.1 .B Minimum Call Completion Rate – A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services. Charges are not made for uncompleted or unanswered calls.

3.3.2 Local Service Areas – Teligent offers Local Exchange Service within the State of Arizona. Where facilities are available, Teligent will provide facilities-based service in areas of Arizona located within the Phoenix and Tucson Standard Metropolitan Statistical Areas (“SMSA”). These areas include the following counties:

Maricopa (Phoenix)
Pima (Tucson)

Maps depicting Teligent’s local service areas are located on the map pages of this tariff.

3.3.3 Monthly Network Access Line Charges – A Customer can access Teligent’s network via Business Line or Trunk Service.

3.3.3.A Business Line Service – Service provides a Customer with a single, voice-grade communications channel to the public switched telephone network. Business Lines can terminate at a single line set, key set, fax, modem, or key system. Customers that order Business Line Service pay for usage and Custom Calling Features separately. Customers must initially take a minimum of five (5) Business Lines. There is no minimum order requirement for subsequent purchases.

1. Business Line Customer Calling Features – purchased individually or as a package selected by the Customer.

(a) Call Forward – redirects incoming calls to another phone. This service contemplates that normal transmission performance quality cannot be guaranteed for all calls. Calls forwarded are subject to local and long distance message charges. Call Forward is incompatible with Call Waiting.

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Business Customer Local Exchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES3.3. Local Exchange Service (continued)

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3.3.2. Usage Limitations.

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3.3.2.A. CCS Limitation.

Teligent's network is engineered to provide certain maximum Centi Call Seconds ("CCS") per line, trunk or PRI group. The CCS shall be calculated on a rolling one (1) hour basis. If during a billing month the Business Customer's usage exceeds the applicable maximum, the Business Customer shall, when notified by Teligent, add additional service as needed to bring all of the Business Customer's usage into compliance. If, after notification by Teligent, the Business Customer does not make good faith efforts to bring its usage into compliance, Teligent shall have the right to immediately terminate this Agreement upon written notice to Business Customer. Teligent's waiver of the right of termination in any month does not waive Teligent's right to termination for subsequent months. The maximum permitted CCSs are as follows:

<u>Local Access Service</u>	<u>Maximum CCS</u>
Business Lines	12 Per Business Line
SmartWave PRI	
1 PRI circuit per PRI Group	21 Per Channel
2 PRI circuit per PRI Group	25 Per Channel
3 PRI circuit per PRI Group	27 Per Channel
4 or More PRI circuit per PRI Group	29 Per Channel
Analog Trunks	18 Per Trunk
Digital Trunks	
Up to 12 Trunks per Trunk Group	18 Per Trunk
13-24 Trunks per Trunk Group	21 Per Trunk
25-48 Trunks per Trunk Group	25 Per Trunk
49-72 Trunks per Trunk Group	27 Per Trunk
73 or More Trunks per Trunk Group	29 Per Trunk

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Business Customer Local Exchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES3.3. Local Exchange Service (Continued)3.3.2. Usage Limitations (Continued)3.3.2.B. MOU Limitation.

Teligent will provide a maximum of 4,000 call attempts or 4,000 MOUs (minutes of use) per DSO channel, per month. If during a billing month the Business Customer's usage exceeds either the call attempt or MOU maximum, the Business Customer shall, when notified by Teligent, add additional service as needed to bring all of the Business Customer's usage into compliance with Teligent's usage limitations. If, after notification by Teligent, the Business Customer does not make good faith efforts to bring its usage into compliance, Teligent shall have the right to immediately terminate the Business Customer's service agreement upon written notice to the Business Customer. Teligent's waiver of the right of termination in any month does not waive Teligent's right to termination for subsequent months.

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3.3.3 Local Service Areas -Teligent offers Local Exchange Service within the State of Arizona. Where facilities are available, Teligent will provide facilities-based service in areas of Arizona located within the Phoenix and Tucson Standard Metropolitan Statistical Areas ("SMSA"). These areas include the following counties:

Maricopa (Phoenix)
Pima (Tucson)

Maps depicting Teligent's local service areas are located on the map pages of this tariff.

[SECTION 3.3.3 WAS PREVIOUSLY SECTION 3.3.2 ON PAGE 34.]

[PREVIOUS SECTION 3.3.3.A.] IS NOW SECTION 313.5 STARTING ON PAGE 39.]

Business Customer Local Exchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICES3.3. Local Exchange Service (continued)

-3.3.4 Monthly Network Access Line Services - A Business Customer can access Teligent's network via Business Line or Trunk Service.

3.3.4.A Business Line Service - Service provides a Business Customer with a single, voice-grade communications channel to the public switched telephone network. Business Lines can terminate at a single line set, key set, fax, modem, or key system. Business Customers that order Business Line Service pay for usage and Custom Calling Features separately.

[Note: Portions of Section 3.3.4.A. that concerned maximum usage-per line has been moved to Section 3.3.2, above.]

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3.3.4.B. SmartWave PRI Service - A digital communications service that provides local voice service through 23 B channels with a separate D channel for call control, to compatible Private Branch Exchange (PBX) and hybrid-Key Telephone System (KTS) Business Customer premises equipment (CPE). Each SmartWave PRI service provides 1.544 Mbps access from the Business Customer's premises to Teligent's circuit switched voice communications network. Each SmartWave PRI circuit terminates into a Teligent Central Office (TCO) connection that provides a base capacity of 23 "B" channels that carry Business Customer information and 1 "D" channel that provides the call control and signaling for each of the "B" channels. Teligent provides the Business Customer an option to share the "D" channel across as many as 20 Business Customer SmartWave PRI circuits. Should the Business Customer select this option, Teligent provides the Business Customer the option to have a second "D" channel, called a back-up "D" channel, -available on a hot standby basis. In a back-up "D" channel scenario, all call control and signaling will automatically switch to the back-up "D" channel upon a failure of the primary "D" channel.

[SECTION 3.3.4.A WAS PREVIOUSLY SECTION 3.3.3.A ON PAGE 34.]

[PREVIOUS SECTION 3.3.3.A.1 IS NOW SECTION 3.3.5 STARTING ON PAGE 39.]

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- (i) Caller ID Block allows a Customer to block their phone number from being delivered to a Customer that has Caller ID or an equivalent service. Caller ID Block can be operated on a per call or a per line basis and will block the calling name/number display information for all calls from that particular Business Line. Caller ID Block is purchased on a per line basis and can be deactivated on a per call basis by using a Feature Access Code.
- (e) Hunting – is a combination of two or more Business Lines connected to the central office so that incoming calls overflow to the next available Business Line if the dialed Business Line is busy. A hunt group can consist of up to sixteen (16) Business Lines, however, optimal service is obtained when between five (5) and fifteen (15) Business Lines are grouped together. Call Waiting cannot be a defined feature for a Business Line in a circular hunt group, however, Call Waiting can be configured for the last Business Line in a sequential hunt group. A hunt group of Business Lines can only be assigned one type of Hunting. There are two types of Hunting:
- (i) Circular – all Business Lines will be checked for an available line. Call Forward Busy cannot be a defined feature for a Business Line in a Circular serial hunt group.
- (ii) Sequential – only Business Lines with numbers in the hunt sequence following the dialed number will be checked for an available line.
- (f) Call Pick-Up allows a Customer to pick up a ringing phone that is within a pre-defined Call Pick-Up group of phones by dialing a Feature Access Code. Call Pick-Up cannot pick up calls that are call waiting.
- (g) Distinctive Ringing allows a Customer to have up to four (4) separate phone numbers, one primary and three secondary, assigned to a single Business Line. Each phone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to Customers also subscribing to Call Waiting. Distinctive Ringing is incompatible with Hunting.

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Business Customer Local Exchange Services Tariff

- (h) Call Rejection – allows calls from up to eleven (11) pre-specified telephone numbers to be rejected or blocked. Callers from the pre-specified telephone numbers will receive an announcement that the called party is not accepting calls. For calls from a line within a multi-line-hunting group, the call will be blocked only when the main telephone number is included as one of the pre-specified telephone numbers.
- (i) Call Trace – allows the Customer to trace the last call received. The result of the traced call is automatically sent to Teligent for subsequent furnishing to legally constituted law enforcement agencies or authorities upon proper request by them. The traced call result is not available to the Customer. Teligent is not liable for damages if, for any reason, the Call Trace attempt is not successful. Call Trace is only available on a per use basis.
- (j) Priority Ringing differentiates incoming calls from up to eleven (11) preselected telephone numbers by signaling with a distinctive ringing pattern. If Call Waiting is also subscribed to, a distinctive tone is heard for the selected set of numbers. The distinctive ring/tone that identifies the numbers on the Priority Ringer List is the same for all the numbers on the list.
- (k) Anonymous Call Rejection allows a Customer, with or without Caller ID, to reject calls for which calling name/number display information has been intentionally blocked. If this feature is assigned to the main number of the hunt group, then the rejected incoming call will continue to hunt rather than be completely rejected.
- (l) Speed Call – an arrangement which provides for the calling of a telecommunications network telephone number by dialing an abbreviated code. Two arrangements are available:
- (i) Speed Call 8 Consists of a maximum of eight (8) stored numbers that can be dialed by entering an * and 1-digit code, which can be from 2 to 9.
- (ii) Speed Call 30 – Consists of a maximum of thirty (30) stored numbers that can be dialed by entering an * and 2-digit code, which can be from 20 to 49. The Speed Call 30 codes cannot conflict with any other Feature Access Codes.

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- (m) Repeat – allows calls to be automatically redialed when the first attempt reaches a busy number or is not answered. The line is checked every forty-five (45) seconds for up to thirty (30) minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free. Calls may continue to be made and received while the feature is activated.
- (n) Return Call – allows a Customer to automatically redial the last incoming call, whether answered or not.
- (o) Touch-Tone provides for the origination of calls using tone-type address signaling.

3.3.4 Dialing Restriction

3.3.4.A 900/976 Teligent will block calls to 900/976 numbers unless the Customer requests that these calls be completed. Teligent will unblock 900/976 calls free of charge.

3.3.4.B Class of Service – Customers may select a Class of Service for each Business Line and Trunk. The Class of Service will determine the calls that are blocked from each Business Line or Trunk. Teligent offers nine (9) Class of Service categories as follows:

1. UNREST – Unrestricted. No calls are blocked.
2. NO900 -No calls, except those to 900/976 numbers are blocked. This is Teligent's default setting.
3. 911611 – Only allows calls to 911 and 611.
4. CARD Only allows calls to 911, 611, 1-800/888/877, 950, 0-, 0+, and O+O.
5. LOCAL – Only allows local and intraLATA toll calls, and calls to 911, 6 11, 1-800/888/877, 950, 0-, 0+, and 0+0.
6. NOTOLL – Only allows local calls, and calls to 911, 611, 1-800/888/877, 950, 0-, 0+, and 0+0.

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Business Customer Local Exchange Services Tariff

7. NOINTL Allows all call types except international (0 1 1+ and 0 1+).
8. LOCLDA - Only allows local calls, 911, 611, 1-800/888/877, 950, 0-, 0+, 0+0, and 411/555-1212/NPA-555-1212.
9. NODA - Allows all calls except 411/555-1212/NPA-555-1212.

3.3.5 Trunk Service - Service provides a Customer with a voice-grade communications connection to the public switched telephone network.

3.3.5.A Trunk Types - The following Trunk types are available:

1. Analog Trunk Provides the Customer with a single, voice-grade telephonic communications channel for connection of Customer-provided PBXs to the public switched telephone network. Customers must initially take a minimum of five (5) trunks. There is no minimum order requirement for subsequent purchase.
2. Digital Trunk - Provides the Customer with a DSI circuit that can carry 1.544 Mbps of traffic. The Digital Trunk is time division multiplexed into 24 channels, which can be individually provisioned for a DID or Two-Way DID services. Digital Trunks are only available in whole units. DID and Two-Way DID channel charges apply per channel, and are in addition to the basic Digital Trunk rate.

3.3.5.B Provision of Trunks Trunks can be provided as follows:

1. Basic - The connection can be used to carry inbound, outbound, and two-way traffic.
2. Direct Inward Dialing (DID) - DID service allows inbound traffic to directly access a particular station without going through an attendant. DID Trunks transmit the dialed digits for all incoming calls, allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID Trunks are furnished where operating conditions and the availability of facilities exist. Customers who purchase DID and Two-Way DID services are required to purchase DID Number Blocks.

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DECISION #: 62233

Business Customer Local Exchange Services Tariff

3. Two-Way DID Two-Way DID service allows both inbound and outbound traffic between an outside call and a particular station without going through an attendant. Two-Way DID Trunks transmit the dialed digits for all incoming calls, allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Two-Way DID Trunks are furnished where operating conditions and the availability of facilities exist. Customers who purchase DID and Two-Way DID services are required to purchase DID Number Blocks.
4. Trunk Customer Calling Features – The following Customer Calling Features are available with Trunk Service.
- a. Hunting – A combination of two (2) or more Trunks connected to the central office so that incoming calls overflow to the next available Trunk if the dialed number is busy. A hunt group can consist of up to sixteen (16) Trunks. There are types for Serial:
- (i) Circular – All Trunks will be checked for an available line. Call Forward Busy cannot be a defined feature for a Trunk in a circular serial hunt group.
- (ii) Sequential Only Trunks with numbers after the dialed number will be checked for an available line.
- b. Multi-Line Hunting – A combination of two (2) or more Trunks connected to the central office so that incoming calls overflow to the next available Trunk if the dialed number is busy. A hunt group can consist of up to sixteen (16) Trunks. Multi-Line Hunting requires that only one phone number be assigned to the multiple trunks in a hunt group. The only option of Multi-Line Hunting is sequential since the number dialed is linked to the first trunk in the hunt group.

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- c. Call Forward No Answer — Incoming calls are redirected to another phone when the called party's Business Line is not answered. If the Customer has selected both Call Forward Busy and Call Forward No Answer, the forwarding phone number does not have to be the same for each. Calls are forwarded to a predetermined 1- to 32- digit phone number within or outside of the Customer's group.

3.3.6 Monthly Subscriber Line Charge A Monthly Subscriber Line Charge applies to all services.

3.3.7 Directory Services

3.3.7.A Directory Assistance allows Customers and Users of Teligent's services (excluding 800 services) to obtain Directory Assistance in determining telephone numbers within Arizona by calling the Directory Assistance Operator. Calls to Directory Assistance can be either direct dialed by the Customer or End User by dialing 4-1 - 1, or placed by a Teligent operator.

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1. Directory Assistance Charges Charges apply for all requests for which Teligent's facilities are used. A maximum of two requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
- a. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.
 - b. A credit will be given for calls to Directory Assistance when:
 - (i) The Customer experiences poor transmission or is cut-off during the call.
 - (ii) The Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance.
 - c. To receive a credit, the Customer must notify the Teligent operator or Business Office of the problem experienced.
 - d. The Customer will not be charged in the following circumstances:
 - (i) To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.
 - (ii) Charges for Directory Assistance are not applicable to calls placed to the Directory Assistance Service attendant from hospital services; or, to calls placed to the Directory Assistance Service attendant from telephones where the Customer has been affirmed in writing as unable to use a Teligent provided directory because of a visual, physical, or reading handicap, including calls made by such handicapped persons from their place of employment.

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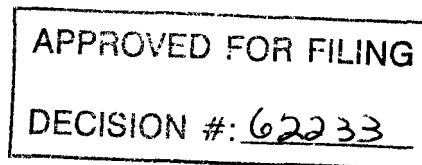
Business Customer Local Exchange Services Tariff

2. Call Complete – Customers have the ability to have the number requested from Directory Assistance to be automatically dialed.

- a. Calls automatically completed using Call Complete are subject to a surcharge and any other applicable rates for the call. The Call Complete surcharge is applied only to completed calls.

3.3.7.B Telephone Directory Service – Teligent, in contract with the Incumbent Local Exchange Carrier (ILEC), will provide telephone directory services to its Customers. Directory Service is composed of alphabetical and street address directories.

1. Primary Phone Number Listing – Each Customer can list its primary phone number free of charge. Teligent will provide a Primary Phone Number Listing that will entitle the Customer to a listing in the 411/Directory Assistance database, White Pages, and Yellow Pages that are specific to the ILEC area in which the Customer's phone number is located. The listing will consist of a straight-line listing consisting of the Customer's name, business address, and primary phone number.
2. The Customer may request listed, non-listed, or non-published listing services from Teligent.
 - a. Listed – The phone number is listed in the 411 database, the White Pages, and the Yellow Pages.
 - b. Non-Listed – The phone number is listed in the 411 database only.
 - c. Non-Published – The phone number is not listed in the 411 database, or in the White Pages or Yellow Pages.
3. Gold/Vanity Numbers – Customers can request a special or particular telephone number. For example, one ending in "00" or "0".



Business Customer Local Exchange Services Tariff

3.3.8 Operated Assisted Services

3.3.8.A Operator Handled Calling Operator Handled Calling Service is provided to Customers and Users of Teligent's calling services. In addition to charges that would otherwise apply pursuant to other sections of this tariff, each operator call will be assessed a charge(s) as set forth within. Calls can be billed collect, to the end user's calling card, or to a third party as described below.

1. Collect Calls – Calls where the called person agrees to pay for the call. Teligent offers two types of collect calls. A Customer can request, free of charge, that collect calls not be billed to their Business Lines or Trunks.
 - a. Person-to-Person – Calls completed with the assistance of a Teligent operator to a particular person, station, department, or PBX extension specified by the calling party.
 - b. Station-to-Station – Operator assisted calls other than Person-to-Person. Calls may be dialed with or without assistance of Teligent's operator. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.
2. Third Party Billed Cards – Calls where the Customer requests that the phone call be charged to a third party's phone number. If the originating caller is calling from a payphone, the third party number is called. The third party has to answer the phone and accept the charges before the operator completes the call. A Teligent Customer can request, free of charge, that the third party calls not be billed to their Business Lines or Trunks.

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3.3.8.B Busy Line Verification and Line interrupt Service – Upon request of a calling party, the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use, and report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.
3. A charge will apply when:
 - a. The operator verifies that the line is busy.
 - b. The operator verifies that the line is available for incoming calls.
 - c. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
4. No charge will apply when:
 - a. When the calling party advises that the call is to or from an official public emergency agency.
 - b. Under conditions other than those specified within, preceding.
5. Charges for verification and interruption may be billed to a third number or a Teligent issued calling card.
6. Busy Line Verification and Line Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall indemnify and save Teligent harmless against all claims that may arise from either party to the interrupted call or any person.

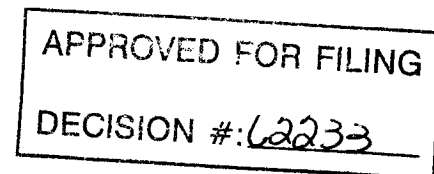
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Business Customer Local Exchange Service Tariff

3.3.9 Emergency or 9-1-1 Telecommunications Service – All terms and conditions set forth in this section are applicable to the services as defined in this tariff.

3.3.9.A Service Overview

1. When requested by local government authorities, Teligent will provide 9-1-1 Telecommunications Service (9-1-1 Service) for the purpose of voice reporting of emergencies by the public.
2. A Public Safety Answering Point (PSAP) is the answering point for calls placed to “9-1-1”. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer first, while Secondary PSAPs receive calls on a transfer basis only.
3. Any person dialing “9-1-1” from a telephone that is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate PSAP.
4. For the purposes of this tariff, a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP.
5. 9-1-1 Service calls originating from Teligent’s Local Exchange Service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by Teligent.
6. 9-1-1 Service may be classified as one of two types: Basic Service and Enhanced Service.
 - a. Basic 9-1-1 Service – Provides for routing all 9-1-1 calls originated by telephone having telephone numbers beginning with a given central office prefix code or codes to a single PSAP that is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features that may or may not be available with Enhanced 9-1-1 Service.
 - b. Enhanced 9-1-1 Service – Provides certain features such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAP serving Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features that may or may not be available with Basic 9-1-1 Service.



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Business Customer Local Exchange Services Tariff

7. The following regulations apply to both Basic and Enhanced Service, as appropriate:
- This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).
 - 9-1-1 Service is one-way service only.
 - Teligent shall not incur any liability, direct or indirect, to any person who dials, or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". Teligent's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this section and in the rules.
- 3.3.10 Maintenance Visit Service -- The Maintenance Visit Service charge applies per visit to a Customer's premises by a Teligent employee or contractor during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems connected to Teligent's facilities, or in detariffed Customer-provided equipment provided by Teligent. Maintenance Visit Services are billed in 15-minute increments with a minimum 15-minute charge plus each additional 15 minutes or part thereof. Charges vary based on the following schedule:
- Schedule I -- includes 9:00 A.M. to 5:00 P.M., Monday through Friday.
 - Schedule II includes 5:01 P.M. to 12:00 Midnight, Monday through Friday; 12:01 A.M. to 8:59 A.M. Monday through Friday; and all day Saturday.
 - Schedule III -- includes holidays and all day Sunday.
- 3.3.11 Individual Case Basis (ICB) Arrangements -- For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between Teligent and the Customer, pursuant to Commission rules for such arrangements.

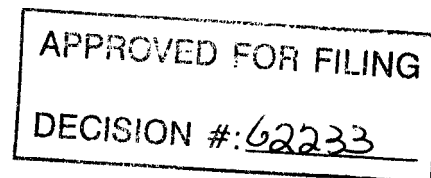
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Business Customer Local Exchange Services Tariff

3.4 Teligent Discount Pricing Plan

1. Teligent offers new Business Customers, who currently take service from a dominant ILEC; who migrate all Teligent “like” services to Teligent; and who sign up for one (1) or two (2) year terms, 30% off the average of their last two consecutive net local bills for Teligent “like” products, as described in Section 4.9.1.A below.
 2. Teligent offers new Business Customers who currently take service from a non-dominant ILEC or incumbent CLEC, including Teligent; who migrate all Teligent “like” services to Teligent; and who sign up for one (1) or two (2) year terms, a match of their current monthly recurring service charge for Teligent “like” products, or a flat rate determined by the PAR Values set forth in Section 4.10 below.
 3. Teligent offers new Business Customers, who sign up for service on a month-to-month basis, who do not migrate all “like” services to Teligent, or who do not currently take service from an ILEC or incumbent CLEC, local service at Local PAR Value rates contained in Section 4.10 below.
- 3.4.1 Flat Monthly Recurring Charge – All Business Customers will receive services offered under this plan for a Flat Monthly Recurring Charge, excluding taxes, fees, surcharges, Operator/Directory Assistance and 3rd Party Call charges. In addition, non-recurring set-up charges for the establishment of local service will be waived.
- 3.4.2 Additional Services Business Customers have the option to purchase additional services, set forth in Section 4.10, during the term of their agreement. Additional Services, and corresponding charges, will be displayed on the Business Customer’s remittance page and detailed bill at the applicable Local PAR Value rates set forth in Section 4.10 below, for the remaining term of the agreement.



Business Customer Local Exchange Services Tariff

SECTION 3 DESCRIPTION OF SERVICES**ORIGINAL**3.9. Term Agreements (continued)

3.9.4. Automatic Renewal (applies only to customers who entered into term agreements on or after November 1, 2001) -- Should the Business Customer's term agreement expire without the Business Customer notifying Teligent that it wishes to take service on a month-to-month basis (under applicable month-to-month service rates and conditions), the Business Customer's expiring term agreement will be renewed for a period of time equal to the length of the expiring term agreement at the same rates and conditions of the expiring term agreement, except no MMC Ramp-Up Period included in the original term agreement nor any initial service satisfaction guarantees (that compensate for the Business Customer switching back to its previous carrier) will apply. Business Customers whose term agreements automatically renewed will have thirty days following the commencement of the new (renewed) term agreement either to cancel service or to convert to month-to-month service without incurring any early termination penalties.

3.9.5. TERMINATION CHARGE • IF A BUSINESS CUSTOMER CANCELS SERVICE OR IF THE BUSINESS CUSTOMER'S SERVICE IS TERMINATED FOR CAUSE, INCLUDING NONPAYMENT OF CHARGES, BEFORE THE EXPIRATION OF ANY TERM AGREEMENT, THE BUSINESS CUSTOMER SHALL PAY (1) A TERMINATION CHARGE EQUAL TO THE MMC FOR EACH WHOLE MONTH REMAINING IN THE TERM OF THE AGREEMENT AND (2) ANY SHORTFALL CHARGE ASSOCIATED WITH ANY PARTIAL BILLING MONTH(S). IF A BUSINESS CUSTOMER WITH A MAC CANCELS SERVICES BEFORE THE EXPIRATION OF ANY TERM AGREEMENT, THE BUSINESS CUSTOMER SHALL PAY (1) A TERMINATION CHARGE EQUAL TO THE MAC FOR EACH WHOLE ANNUAL PERIOD REMAINING IN THE TERM OF THE AGREEMENT AND (2) ANY SHORTFALL CHARGE ASSOCIATED WITH ANY PARTIAL ANNUAL PERIOD(S). IF THE BUSINESS CUSTOMER'S TERM AGREEMENT DOES NOT CONTAIN A MMC OR MAC THEN THE TERMINATION CHARGE SHALL BE EQUAL TO : (THE NUMBER OF WHOLE BILLING MONTHS REMAINING IN THE TERM OF THE AGREEMENT TIMES THE MONTHLY RECURRING CHARGES APPLICABLE TO EACH SERVICE) PLUS THE PRORATED MONTHLY RECURRING CHARGES FOR ANY PARTIAL BILLING MONTH(S) REMAINING IN THE TERM OF THE AGREEMENT. THE TERMINATION CHARGE AND ANY SHORTFALL CHARGE SHALL BE BILLED TO THE BUSINESS CUSTOMER ON THE NEXT BUSINESS CUSTOMER INVOICE FOLLOWING NOTICE OF TERMINATION. A BUSINESS CUSTOMER MAY CANCEL THEIR TERM AGREEMENT WITHOUT INCURRING THE TERMINATION CHARGE IF THE BUSINESS CUSTOMER ENTERS INTO A NEW TERM AGREEMENT WITH (1) A COMMITMENT LEVEL EQUAL TO OR GREATER THAN THEIR CURRENT TERM AGREEMENT AND (2) A TERM COMMITMENT LONGER THAN THE REMAINING TERM OF THE CURRENT TERM AGREEMENT.

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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES

3.10 Integrated Access Service (IAS) – IAS is a communications service that provides a combination of local and data services. IAS is provided subject to the availability of necessary facilities. The Customer must subscribe to fifteen (15) local circuits or channels, and must also subscribe to Teligent's 5 12kbps Dedicated Internet Access (DIA) service. Further, the Customer must, at a minimum, sign a one-year service agreement in order to get IAS. Full termination liabilities, including those set forth in this tariff and Teligent's tariffs on file with the Federal Communications Commission, apply for early termination of service.

(N)

3.10.1 Product Configuration Options that are supported on Teligent IAS:

I

Option	Product Configuration
1	. 15 Digital Trunk channels . 5 12kbps DIA Basic
2	. 15 Business Lines . 5 12kbps DIA Basic
3	. 12 Digital Trunk channels . 3 Business Lines . 5 12kbps DIA Basic

Only these three product options are available on Teligent IAS.

Any feature that is available on Basic Business Lines is available on the Basic Business Lines that are provided as part of Teligent IAS.

Any trunk configuration that is available on T-1 Digital Trunks is available on the channels of a T-1 Digital Trunk that are provided as part of Teligent IAS.

Should the customer subscribe to the DIA Premier product, the customer shall pay a monthly recurring charge that includes the Teligent IAS product plus the incremental charge for DIA Premier.

3.10.2 Conditions:

1. **The Customer is** responsible for having compatible CPE to interface with the voice and data components of Teligent's IAS.
2. The Customer must define, prior to the installation of the service, the product configuration for the Teligent IAS. Teligent shall provision the IAS according to this configuration. The Customer can change this configuration, but only via service order, and standard charges and time intervals shall apply.

(N)

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Business Customer Local Exchange Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.10. Integrated Access Service (IAS) (continued)3.10.2 Conditions (continued):

3. Teligent IAS is a combined service, and the voice and/or data components cannot be ordered individually. Should a customer want to disconnect either the voice or data components of the service, the entire service must be disconnected, and the stand-alone service(s) must be ordered.
4. Should the Customer elect to change the Teligent IAS product configuration, Customer is not required to start a new term.
5. Teligent Discount Pricing is not available with Integrated Access.

3.10.3 Cessation of Offering – Teligent is no longer accepting new applications for Integrated Access Service.(N)
(N)

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Business Customer Local Exchange Services Tariff

SECTION 4 - RATES AND CHARGES

- 4.1 Non-Recurring Service Charges - The following charges are applicable to all services unless otherwise noted.

Establish New Service (per order)	No Charge
Transfer Service (per order)	No Charge
Line Connection (per line)	No Charge
Line Change (per line)	No Charge
Change Telephone Number (per line)	No Charge
Record Order Change (per billing record change)	No Charge
Restoration of Service	No Charge

- 4.2 Local Exchange Service

- 4.2.1. Business Line Service

Monthly Recurring Charge (per line)	\$25.00
Non-Recurring Charge (per line)	No Charge

- 4.2.2. SmartWave PRI Service

Monthly Recurring Charges

Standard Service (per circuit)		(N)
Less than a 1 Year Term	\$1,600.00	
1 -Year Term or longer	\$1,400.00	

Optional Features (per channel)

SmartWave TieLink Service	Local Channel	\$10.00	
SmartWave TieLink Service	Long Distance Channel	\$30.00	

Non-Recurring Charges

Standard Service (per circuit)		
Less than a 1 Year Term	\$3,300.00	
1-Year Term or longer	\$2,900.00	

Optional Features (per channel)

SmartWave TieLink Service	Local Channel	No Charge	
SmartWave TieLink Service	Long Distance Channel	No Charge	

SmartWave PRI Change Charge	\$50.00	(N)
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Business Customer Local Exchange Services Tariff

4.1.1 .B Non-Dominant ILECs or Incumbent CLECs – Term Match/PAR Price

1. The Business Customer shall provide Teligent with their last two (2) consecutive local bills.
2. Teligent will review the Business Customer's last local bill to determine what services are not Teligent "like" products, offered under this tariff and set forth in Section 4.10 below.
3. Teligent will subtract all taxes, surcharges, fees, Operator Services/Directory Assistance, 3rd Party Call charges, and Inside Wiring charges. In addition, all non-Teligent provided products will be subtracted.
4. Teligent will add the remaining amounts together and divide by two (2) to determine the Business Customer's average monthly recurring charge. The resulting amount is the Business Customer's Flat Monthly Recurring Charge for Teligent-provided Local Service for the term of the service agreement. In the alternative, the Business Customer may be offered a Flat Monthly Recurring Charge based on the PAR Value Rates set forth in Section 4.10 below.

4.9.1 .C Month-to-Month/Partial Migration

1. The Business Customer shall identify the local services it wishes to migrate to Teligent.
2. Teligent will rate these services based on the Local Par Value Rates set forth in Section 4.10 below.
3. Teligent will add the charges for all local services Teligent will provide for Business Customers. The resulting amount is the Business Customer's Flat Monthly Recurring Charge.

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Business Customer Local Exchange Services Tariff

4.2 Teligent Local PAR Value Rates and Charges

4.2.1 Non-Recurring Service Charges

The following charges are applicable to all services unless otherwise noted.

Establish New Service (per order)	No Charge
Transfer Service (per order)	No Charge
Change Telephone Number (per line)	No Charge
Change Class of Service	No Charge
Restore Service (per line)	No Charge

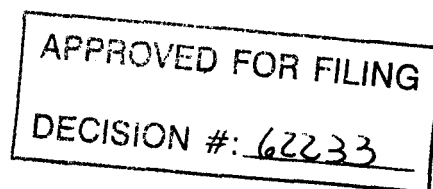
4.2.2 Local Service

4.2.2.A Business Line ("BL") Service

Monthly Recurring Rates	\$29.00
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4.2.2.B Trunk Rates (per month)

Analog Local Trunk	\$44.00
Analog DID Trunk	\$48.00
Analog 2-Way Trunk	\$60.00
Digital Trunk	\$704.00
DID Channel Charge	\$11.00
2-Way DID Channel Charge	\$21.00



Business Customer Local Exchange Services Tariff

4.2.3 Custom Calling Features4.2.3.A Monthly Recurring Charges

Custom Calling Features are classified as one of three types: Premium, Base Rate or Universally Available. Charges vary based on the classification of the feature, however, all features within the same class are charged the same monthly recurring charge. Monthly recurring charges apply on a per line/per feature basis.

1. Premium Features include Three-Way Call Transfer and Caller ID.

Per Line/Per Feature \$4.00

2. Base Rate Features include Call Forward (including all Call Forwarding Features), Call Pick-Up, Call Rejection, Call Waiting (includes Cancel Call Waiting), 3-Way Calling, Priority Ringing, Distinctive Ringing, Message Waiting Notification, Speed Call 8 and Speed Call 30.

Per Line/Per Feature \$1.50

3. Universally Available Features include Anonymous Call Rejection, Repeat Dialing, Return Call, Caller ID Delivery Block, and Call Trace.

There is no monthly recurring charge for Universally Available Custom Calling Features.

4.2.3.B Service Order Charges:

There are no Service Order or Set-Up charges.

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Business Customer Local Exchange Services Tariff

4.2.3.C Multi-Feature Group Discount

Business Customers that purchase 2 or more Custom Calling Features are entitled to the following monthly discounts per line:

<u>Number of Features</u>	<u>Discount</u>
2	\$1.00 per line
3	\$1.50 per line
4	\$2.00 per line
5 or more	\$2.50 per line

Universally available features do not contribute to the Multiple Feature Group Discount.

4.2.4 Dialing Restrictions Charges

There is no charge to the Business Customer for Dialing Restrictions.

4.2.5 Monthly Subscriber Line Charge

Per Business Line/Analog Trunk	\$5.40
Per Digital Trunk	\$129.60

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4.2.6 DID Number Blocks (per month)

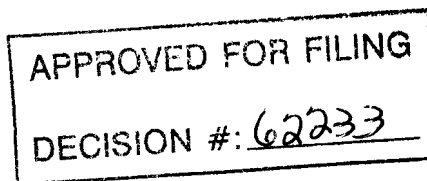
Per block of 10 \$2.00

4.2.7 Directory Services4.2.7.A Directory Assistance

1. Directory Assistance (per call)
First 5 per month No Charge
Each additional \$0.40
2. Directory Assistance with Call Completion (per call)
First 5 per month No Charge
Each Additional \$0.70

4.2.7.B Telephone Directory Service Charges

1. Primary Directory Listings
Primary No Charge
Additional Listing \$1.25
Additional Line of Information \$1.00
Alternate Directory Listing \$1.00
2. Foreign Directory Listing
Primary \$1.25
Additional Listing \$1.25
Additional Line of Information \$1.00
Alternate Directory Listing \$1.00
3. Nonlisted No Charge
4. Nonpublished No Charge



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4.2.7.C Gold/Vanity Numbers

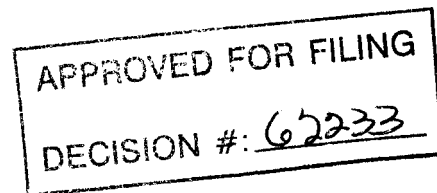
Monthly recurring charge	\$2.00 per number
Non-recurring set-up charge	No Charge

4.2.8 Operator Assisted Services4.2.8.A Operator Handled Calling

Dialing Assistance	No Charge
Collect Calls	
Person-to-Person	\$1.80
Station-to-Station	
Customer Dialed	\$0.35
Operator Assisted	\$0.35
Third Party Billed Calls	\$1.80

4.2.8.B Busy Line Verification and Line Interrupt Service

Busy Line Verification	No Charge
Busy Line Verification with Line Interrupt	No Charge



Business Customer Local Exchange Services Tariff

4.7 Integrated Access Service (IAS)

(N)

As stated above, Teligent IAS is available under a minimum term of one (1) year. Customer may subscribe to a longer term, but at rates and charges defined below.

4.7.1 The monthly recurring charges specified below include a Subscriber Line Charge for each of the 15 channels configured for local voice service. The "IAS w/Router" service includes 24x7 network monitoring and optional web hosting.

4.7.2 The monthly recurring charge for the T-1 Digital Trunk channels provided on Teligent IAS is as follows:

<u>Teligent IAS</u>	<u>Monthly Recurring Charge</u>
IAS w/o Router	\$1 ,000.00
IAS w/ Router	\$1,120.00

4.7.3 The non-recurring charge for the T-1 Digital Trunk channels provided on Teligent IAS is as follows:

<u>Type of DIA Service Teligent IAS</u>	<u>Non-Recurring Charge</u>
IAS w/o Router	\$1 ,000.00
IAS w/ Router	\$1 ,000.00

4.7.4 Basic Business Line features can be added to Basic Business Lines on Teligent IAS at the same rates, terms and conditions as specified for features found elsewhere in this tariff.

4.7.5 DID Channel and two-way DID channel Charges shall apply to T-1 Digital Trunk channels configured as DID / two-way DID at the same rates, terms and conditions as specified for these features found elsewhere in this tariff.

(N)

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SECTION 5 – PROMOTIONS AND DISCOUNTS5.1 General

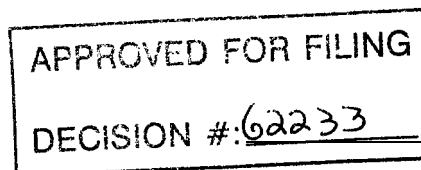
Teligent may make promotional offerings of its tariffed services that may include reducing or waiving applicable charges of the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer.

5.2 Non-Regulated Promotions Involving Tariffed Services

From time-to-time, Teligent may conduct contests or other promotions such as described in this Section 8.0 which offers Customers of certain Teligent tariffed services certain unregulated, non-tariffed or non-communications related goods or services in connection with the particular contest or promotion. Under no circumstances will such an offering constitute a change in the rates charged to, or received from, the Customer of the Teligent tariffed service offering involved. Such services will continue to be provided to the end-user pursuant to applicable tariffed rates for such service specified herein. Should any offering of this nature involve a temporary change in the rate charged for a tariffed offering, e.g., a monetary rebate, a cash prize, a credit on a subsequent month's bill or any other type of direct monetary consideration tied to usage of the Teligent tariffed offering, Teligent will separately tariff such promotion in accordance with Commission rules.

5.3 Teligent Gift Check

New Teligent Business Customers who sign up for service between January 26, 1999 and March 31, 1999, and who have at least \$500 in Teligent monthly recurring charges, are eligible to receive a \$500 credit to be used as cash toward their monthly recurring charges. The credit will be issued to the new Business Customer in the form of a Gift Check, and must be redeemed no later than July 15, 1999. New Business Customers who have substantially more than \$500 in monthly recurring charges may be eligible to receive additional Gift Checks. In order to redeem the Gift Check, the new Business Customer must fill in their Teligent account number and submit the Gift Check with the remittance page of their invoice along with their payment.



Business Customer Local Exchange Services Tariff

5.4 Teligent Site Sign-Up Credit

Offering -- Teligent's provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the customer's premises. Teligent's microwave equipment cannot be installed on the rooftop without the consent of the building owner(s) and/or property manager(s). As an incentive to the Customer for its assistance in obtaining necessary access to install Teligent's facilities, including rooftop space for Teligent's equipment, Teligent will issue Customer a Site Sign-up Credit.

Amount of Incentive - The Site Sign-up Credit will be in the form of a one time credit, applied to the Customer's first bill. Any unused credit can be carried forward indefinitely until used. However, if the Customer discontinues taking all of Teligent's services before the credit is completely applied the remaining credit is forfeited and will not be refunded to the Customer. The amount of the credit will be based on Teligent's analysis of and the customer's ability to meet at least one of the three factors associated with each credit amount.

\$2,500 Credit

1. If the total building square footage is less than 1,500,000 square feet
2. If the number of potential tenants in the building is less than 5
3. If the number of POTS line in the building is less than 25

\$5,000 Credit

1. If the total building square footage is equal to or greater than 1,500,000 square feet, but less than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 50, but not less than 5
3. If the number of POTS lines in the building is equal to or greater than 250, but not less than 25

\$10,000 Credit

1. If the total building square footage is equal to or greater than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 50
3. If the number of POTS lines in the building is equal to or greater than 250

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DECISION #: 62233

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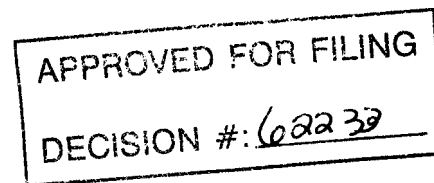
Business Customer Local Exchange Services Tariff

Conditions - In order to receive the Site Sign-up Credit the following conditions must be met:

1. Customer must be located in the building where Teligent's equipment is located.
2. Customer must cooperate with Teligent in acquiring the necessary access.
3. Teligent must enter into a three (3) year lease with the building owner/property manger, for the necessary for rooftop access.

Restrictions

1. Customer will only receive the Site Sign-up Credit when and if Teligent's equipment is installed and properly functioning, and at least one customer in the building is using a Teligent Service.
2. Only one Site Sign-up Credit will be issued per building. The Site Sign-up Credit will not be divided or otherwise allocated between multiple customers. In addition, a Customer is entitled to only one Site Sign-up Credit for all services it receives. That is, a Customer that receives the Site Sign-up Credit under this tariff cannot also get a Site Sign-up Credit for non-tariffed services (internet) and/or services provided under another state or federal tariff.



5.5 Teligent 3Q2000 Promotion.

5.5.1. Offering – For the period July 21, 2000 through and including September 30, 2000, a Customer who signs up for Teligent Local Exchange Service will receive a credit equal to one, two, or four times its first month's local exchange service charges. The amount of the credit shall be based on the length of the term that the Customer elects to purchase. For purposes of this promotion, one month of credit will equal 30 calendar days.

5.5.2. Conditions – In order to receive the credit, the following conditions must be met:

5.5.2.A. The Customer must submit a Service Application between July 21, 2000 and October 31, 2000:

5.5.2.B. The Customer must also subscribe to Teligent Long Distance Service; and

5.5.2.C. The Customer cannot be an existing Teligent Local Exchange Service customer.

5.5.3. Restrictions

5.5.3.A. If the Customer cancels services or if the Customer's service is terminated for cause, including nonpayment of charges, before the time the credit is to otherwise be applied, the credit shall be forfeited and will not be refunded to the Customer.

5.5.3.B. If the credit exceeds the Customer's charges otherwise appearing on the bill against which the credit is applied the balance of the credit shall be forfeited and will not be refunded to the Customer.

5.5.3.C. Under no circumstances will the credit be refunded to the Customer.

5.5.4. Amount of Credit – The Customer will receive one, two or four times its first month's charges based on the term of service the Customer elects to purchase:

5.5.4.A. Month-to-Month Term – Customer shall receive a credit equal to one time its first month's local exchange service charges. The credit will be applied to the Customer's 6th bill following initiation of local exchange service.

5.5.4.B. One-Year Term – Customer shall receive a credit equal to two times its first month's local exchange service charges. The credit will be applied in two equal parts, one each on the Customer's 1st and 12th bills following initiation of local exchange service.

5.5.4.C. Two-Year Term – Customer shall receive a credit equal to four times its first month's local exchange service charges. The credit will be applied in four equal parts, one each on the Customer's 1st, 12th, 23rd and 24th bills following initiation of local exchange service.

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Business Customer Local Exchange Services Tariff

5.5 Teligent Non-Dominant LECs 4Q99 Promotion

Offering -For the period November 24, 1999 through and including December 31, 1999, any current Customer of a non-dominant LEC that purchases Teligent's local services offered pursuant to this tariff will be entitled to the rates contained herein for the length of the term commitment.

Conditions In order to receive the Local Discount Pricing Plan Rates the following conditions must be met:

1. Customer must be located in a building where Teligent provides facilities-based service via its roof-top TAS by December 31, 1999.
2. Customer must be a customer of a Non-Dominant LEC.
3. The Customer must submit a Service Application for bundled service between November 24, 1999 and December 31, 1999.
4. Customer must submit full and complete copies of its most recent invoice for all local exchange and long distance services.

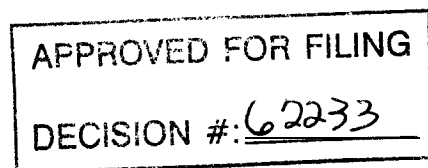
Restrictions The following restrictions apply to the Teligent Bundled Promotion offering:

1. The Teligent Bundled Promotion offering is not available in conjunction with the Site Sign-up Credit and Teligent Gift Check.

Promotional Rates

1. Flat Monthly Recurring Charge -All Business Customers will receive services offered under this Promotion for a Flat Monthly Recurring Charge, excluding taxes, fees, surcharges, Operator/Directory Assistance and 3rd Party Call charges. The Flat Monthly recurring charge will be calculated on a non-discriminatory basis to all similarly situated Business Customers. The Flat Monthly Recurring Charge will be a fixed percentage of the effective access line charge that the Dominant LEC serving the Business Customer's territory charged for all Teligent "Like" products and services, multiplied by the number of Teligent access line products the customer orders.
2. The percentage used to calculate the Fixed Monthly Recurring Charge will vary depending on the term commitment of the Customer:

6 Months	80%
1 Year	70%
2 Years	60%
3 or more Years	50%



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Business Customer Local Exchange Services Tariff

3. Non-Recurring Charges — All non-recurring set-up charges for the established of local service will be waived.
4. Additional Services — Business Customers have the option to purchase additional services during the term of their agreement. The additional services can be purchased at (1) Teligent's standard month-to-month rates, or (2) if the customer elects to commit to the charges for additional services for the remaining months of their agreement and if the additional services purchased are additional quantities of existing service, the customer may add additional services at the promotional rate.
5. Service Disconnect - Business Customers signing up for service under any of the service terms are responsible for paying the Flat Monthly Recurring Charge, including any Additional Services for the duration of their service term. Business Customers who request to discontinue a portion of their service prior to the expiration date of the service term will be responsible for paying the full Flat Monthly Recurring Charge for each month remaining in their term agreement. Should the customer request to disconnect their entire service prior to the expiration of the service term, the customer will be responsible for paying a termination charge equal to the Flat Monthly Recurring Charge times the number of months remaining in their term agreement.

5.6 Teligent New Customer 4099 Promotion

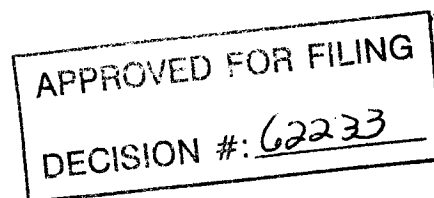
Offering- For the period November 24, 1999 through and including December 31, 1999, any new Customer that purchases Teligent's local offered pursuant to this tariff will be entitled to the promotional rates contained herein for the length of the term commitment.

Conditions - In order to receive the Teligent New Customer Bundled Promotion Rates the following conditions must be met:

1. Customer must be located in a building where Teligent provides facilities-based service via its roof-top TAS by December 31, 1999.
2. The Customer must submit a Service Application for bundled service between November 24, 1999 and December 31, 1999.
3. Customer does not currently have local exchange services at its premises.

Restrictions The following restrictions apply to the Teligent Bundled Promotion offering:

1. The Teligent Bundled Promotion offering is not available in conjunction with the Site Sign-up Credit and Teligent Gift Check.



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Promotional Rates

1. Flat Monthly Recurring Charge — All Business Customers will receive services offered under this Promotion for a Flat Monthly Recurring Charge, excluding taxes, fees, surcharges, Operator/Directory Assistance and 3rd Party Call charges. The Flat Monthly recurring charge will be calculated on a non-discriminatory basis to all similarly situated Business Customers. The Flat Monthly Recurring Charge will be a fixed percentage of the effective access line charge that the Dominant LEC serving the Business Customer's territory charged for all Teligent "Like" products and services, multiplied by the number of Teligent access line products the customer orders.
2. The percentage used to calculate the Fixed Monthly Recurring Charge will vary depending on the term commitment of the Customer:

6 Months	80%
1 Year	70%
2 Years	60%
3 or more Years	50%
3. Non-Recurring Charges — All non-recurring set-up charges for the established of local service will be waived.
4. Additional Services — Business Customers have the option to purchase additional services during the term of their agreement. The additional services can be purchased at (1) Teligent's standard month-to-month rates, or (2) if the customer elects to commit to the charges for additional services for the remaining months of their agreement and if the additional services purchased are additional quantities of existing service, the customer may add additional services at the promotional rate.
5. Service Disconnect — Business Customers signing up for service under any of the service terms are responsible for paying the Flat Monthly Recurring Charge, including any Additional Services for the duration of their service term. Business Customers who request to discontinue a portion of their service prior to the expiration date of the service term will be responsible for paying the full Flat Monthly Recurring Charge for each month remaining in their term agreement. Should the customer request to disconnect their entire service prior to the expiration of the service term, the customer will be responsible for paying a termination charge equal to the Flat Monthly Recurring Charge times the number of months remaining in their term agreement.

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Business Customer Local Exchange Services Tariff

5.7 Teligent 10200 1 Promotions.

(N)

5.7.1. New Local Exchange Service Customer Promotion.

5.7.1 .A. Offering For the period February 13, 2001 through and including March 3 1, 2001, Customers who sign up for Teligent Local Exchange Service will receive a credit equal to two, or four times its first month's local exchange service charges. The amount of the credit shall be based on the length of the term and services that the Customer elects to purchase. For purposes of this promotion, one month of credit will equal 30 calendar days.

5.7.1 .B. Conditions – In order to receive the credit, the following conditions must be met:

5.7.1.B.1. The Customer must submit a Service Application between February 13, 2001 and March 3 1, 2001; and

5.7.1.B.2. The Customer cannot be an existing Teligent Local Exchange Service customer.

5.7.1 .C. Restrictions

5.7.1.C.1. If the Customer cancels services or if the Customer's service is terminated for cause, including nonpayment of charges, before the time the credit is to otherwise be applied, the credit shall be forfeited and will not be refunded to the Customer.

5.7.1.C.2. If the credit exceeds the Customer's charges otherwise appearing on the bill against which the credit is applied the balance of the credit shall be forfeited and will not be refunded to the Customer.

5.7.1 .C.3 Under no circumstances will the credit be refunded to the Customer.

(N)

Business Customer Local Exchange Services Tariff

5.7.1 .D. Amount of Credit The Customer will receive two to five times its first month's charges based on the term of service the Customer elects to purchase:

(N)

5.7.1.D.1. One-Year Term – If the Customer subscribes to both Teligent's Local Exchange and Long Distance services for one-year terms, the Customer shall receive a credit equal to two times its first month's local exchange service charges. The credit will be applied in two equal parts, one each on the Customer's 1st and 12th bills following initiation of local exchange service. If the Customer subscribes to (a) Teligent's Local Exchange, (b) Teligent's Long Distance, and (c) Teligent's DSL or Dedicated Internet Access services for one-year terms, the Customer shall receive a credit equal to three times its first month's local exchange service charges. The credit will be applied in three equal parts, one each on the Customer's 10th, 11th and 12th bills following initiation of local exchange service.

5.7.1.D.2. Two-Year Term – If the Customer subscribes to both Teligent's Local Exchange and Long Distance services for two-year terms, the Customer shall receive a credit equal to four times its first month's local exchange service charges. The credit will be applied in four equal parts, one each on the Customer's 1st, 12th, 23rd and 24th bills, following initiation of local exchange service. If the Customer subscribes to (a) Teligent's Local Exchange, (b) Teligent's Long Distance, and (c) Teligent's DSL or Dedicated Internet Access services for two-year terms, the Customer shall receive a credit equal to five times its first month's local exchange service charges. The credit will be applied in five equal parts, one each on the Customer's 10th, 11th, 12th, 23rd and 24th bills, following initiation of local exchange service.

5.7.2. Promotion For Existing Local Exchange Customers Adding Data Service.

5.7.2.A. Offering – For the period February 13, 2001 through and including March 31, 2001, existing Local Customers who sign up for Teligent's DSL or Dedicated Internet Access Service will receive a credit equal to the Customer's local exchange service charges for the month in which the customer signed up for Teligent's DSL or Dedicated Internet Access Service. For purposes of this promotion, one month of credit will equal 30 calendar days.

5.7.2.B. Conditions In order to receive the credit, the following conditions must be met:

- 5.7.2.B. 1. The Customer must submit a Service Application for DSL or Dedicated Internet Access Service between February 13, 2001 and March 31, 2001; and
- 5.7.2.B.2. The Customer cannot be an existing DSL or Dedicated Internet Access Service customer.

(N)

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Ten-i B. Natoli

Effective: February 13, 2001

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Vienna, Virginia 22182ADMINISTRATIVE
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5.7.2.C. Restrictions

(N)

5.7.2.C.1. If the Customer cancels Local or Data service or if the Customer's Local or Data service is terminated for cause, including nonpayment of charges, before the time the credit is to otherwise be applied, the credit shall be forfeited and will not be refunded to the Customer.

5.7.2.C.2. If the credit exceeds the Customer's charges otherwise appearing on the bill against which the credit is applied the balance of the credit shall be forfeited and will not be refunded to the Customer.

5.7.2.C.3. Under no circumstances will the credit be refunded to the Customer.

5.7.2.D. Amount of Credit – The credit will be applied on the Customer's 10th bill, following initiation of the Customer's DSL or Dedicated Internet Access service.

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5.8. Teligent Site Coupon Promotion.5.8.1. Offering.

For the period ~~March 22, 2001~~ through and including June 30, 2001, for each calendar month in which service is activated to a new customer by Teligent at the Customer's premises, currently-activated Customers will be given, within 60 days, a \$50 coupon that may be used in whole or in part toward the Customer's bill for Local Exchange Service.

5.8.2 Value of Coupon.

5.8.2.1. Coupon may be exercised to receive \$50 credit toward the Customer's bill for Local Exchange Service.

5.8.2.2. To the extent that coupon value exceeds the Customer's Local Exchange Service charges for the month's bill to which the coupon is applied, the remainder of the coupon value will be applied to other Teligent services appearing on the Customer's bill, as permitted and described in the any appropriate tariffs for such service. To the extent that coupon value remains after this, the remainder will be carried forward for application to the next month's bill.

5.8.3. Conditions.

5.8.3.1. The Customer must be receiving Local Exchange Service from Teligent at the time of the new customer's service activation.

5.8.3.2. Teligent-owned equipment used to serve multiple customers must already be located at customer's premises for the Customer to be eligible. Information regarding whether such equipment is located on a specific premise may be obtained by contacting the Teligent Business Office.

5.8.4. Restrictions.

5.8.4.1. The Customer may earn a maximum of one coupon per calendar month.

5.8.4.2. The Customer may submit only one coupon per invoice

5.8.4.3. Coupons expire June 30, 2002.

5.8.4.D. Coupons are not transferable.

Business Customer Local Exchange Services Tariff

5.9. Teliaent 202001 Promotions.5.9.1. New Local Exchange Service Customer Promotion.

5.9.1.A. Offering – For the period April 1, 2001 through and including June 30, 2001, Customers who sign up for Teligent Local Exchange Service will receive a credit equal to two, or four times its first month's local exchange service charges. In addition, Customers that sign up for Teligent's DSL or Dedicated Internet Access service will receive an additional credit equal to one month of its credit local exchange service charges. The amount of the credit shall be based on the length of the term and services that the Customer elects to purchase. For purposes of this promotion, one-month of credit will equal 30 calendar days.

5.9.1.B. Conditions – In order to receive the credit, the following conditions must be met:

5.9.1.B.1. The Customer must submit a Service Application between April 1, 2001 and June 30, 2001; and

5.9.1.B.2. The Customer cannot be an existing Teligent Local Exchange Service customer.

5.9.1.C. Restrictions

5.9.1.C.1. If the Customer cancels services or if the Customer's service is terminated for cause, including nonpayment of charges, before the time the credit is to otherwise be applied, the credit shall be forfeited and will not be refunded to the Customer.

5.9.1.C.2. If the credit exceeds the Customer's charges otherwise appearing on the bill against which the credit is applied the balance of the credit shall be forfeited and will not be refunded to the Customer.

5.9.1.C.3. Under no circumstances will the credit be refunded to the Customer.

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5.9.1 .D. Amount of Credit – The Customer will receive two to five times its first month's charges based on the term of service the Customer elects to purchase:

5.9.1.D.1. One-Year Term – If the Customer subscribes to both Teligent's Local Exchange and Long Distance services for one-year terms, the Customer shall receive a credit equal to two times its first month's local exchange service charges. The credit will be applied in two equal parts, one each on the Customer's 1st and 12th bills following initiation of local exchange service. If the Customer subscribes to (a) Teligent's Local Exchange, (b) Teligent's Long Distance, and (c) Teligent's DSL or Dedicated Internet Access services for one-year terms, the Customer shall receive a credit equal to three times its first month's local exchange service charges. The credit will be applied in three equal parts, one each on the Customer's 1st, 11th and 12th bills following initiation of local exchange service.

5.9.1.D.2. Two-Year Term – If the Customer subscribes to both Teligent's Local Exchange and Long Distance services for two-year terms, the Customer shall receive a credit equal to four times its first month's local exchange service charges. The credit will be applied in four equal parts, one each on the Customer's 1st, 12th, 23rd and 24th bills, following initiation of local exchange service. If the Customer subscribes to (a) Teligent's Local Exchange, (b) Teligent's Long Distance, and (c) Teligent's DSL or Dedicated Internet Access services for two-year terms, the Customer shall receive a credit equal to five times its first month's local exchange service charges. The credit will be applied in five equal parts, one each on the Customer's 1st, 11th, 12th, 23rd and 24th bills, following initiation of local exchange service.

5.9.2. Promotion For Existing Local Exchange Customers Adding Data Service.

5.9.2.A. Offering–For the period April 1, 2001 through and including June 30, 2001, existing Local Customers who sign up for Teligent's DSL or Dedicated Internet Access Service will receive a credit equal to the Customer's local exchange service charges for the month in which the customer signed up for Teligent's DSL or Dedicated Internet Access Service. For purposes of this promotion, one month of credit will equal 30 calendar days.

5.9.2.B. Conditions – In order to receive the credit, the following conditions must be met:

5.9.2.B.1. The Customer must submit a Service Application for DSL or Dedicated Internet Access Service between April 1, 2001 and June 30, 2001; and

5.9.2.B.2. The Customer cannot be an existing DSL or Dedicated Internet Access Service customer.

Business Customer Local Exchange Services Tariff

5.9.2.C. Restrictions

(N)

5.9.2.C.1. If the Customer cancels Local or Data service or if the Customer's Local or Data service is terminated for cause, including nonpayment of charges, before the time the credit is to otherwise be applied, the credit shall be forfeited and will not be refunded to the Customer.

5.9.2.C.2. If the credit exceeds the Customer's charges otherwise appearing on the bill against which the credit is applied the balance of the credit shall be forfeited and will not be refunded to the Customer.

5.9.2.C.3. Under no circumstances will the credit be refunded to the Customer.

5.9.2.D. Amount of Credit. The credit will be applied on the Customer's 10th bill, following initiation of the Customer's DSL or Dedicated Internet Access service.

(N)

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5.10. DSL Service Promotion.

(N)

5.10.1 Offering. The DSL Service Promotion is a bundled promotional offering for Business customers who purchase, at the same service location, Local, Long Distance, and DSL services from the Company.

5.10.2. Conditions. The Promotion is available to new customers that sign up for Teligent Local and DSL services between June 1, 2001 and July 31, 2001. In order to be eligible to purchase discounted SmartWave DSL Service, the following conditions must be met:

5.10.2.A. The Customer must submit a Service Application for Local, Long Distance and SmartWave DSL service on or before July 31, 2001;

5.10.2.B. The Customer cannot be an existing Local, DSL, or Dedicated Internet Access Service customer at the service location where this bundled offering will be provided.

5.10.2.C. The Customer must subscribe to Local Service (1) at non-discounted tariffed rates, terms, and conditions but not subject to any promotion other than the Teligent Site Coupon Promotion; or (2) under the terms and conditions described in Section 4.6 with the following exceptions/modifications:

1. The Customer must sign a minimum one-year commitment;
2. The Customer must purchase Local service from Teligent at a 20% discount rather than the 30% discount described in Section 4.6.2.;
3. Local service added after the initial contract will be purchased non-discounted tariffed rates;
4. The Customer will be eligible for the Teligent Site Coupon Promotion.

5.10.2.D. The Customer must abide by the provisions of its DSL Service Agreement with Teligent.

5.10.2.E. The Customer will receive the promotional Local and DSL service rates for the length of their initial term commitments.

5.10.2.F. Teligent-owned equipment used to serve multiple customers must already be located at customer's premises for the Customer to be eligible. Information regarding whether such equipment is located on a specific premise may be obtained by contacting the Teligent Business Office. The Promotion is offered subject to the availability of facilities and only offered where technically feasible.

(N)

Business Customer Local Exchange Services Tariff

5.10.3. Restrictions

(N)

5.10.3.A. If the Customer cancels Local Service or if the Customer's Local Service is terminated for cause, including nonpayment of charges, before completion of the applicable term commitment, the Customer will no longer be eligible for the discounted SmartWave DSL service rates.

5.10.3.B. Customers enrolled in this promotion are not eligible to receive the benefits of any other promotion except for the Teligent Site Coupon Promotion.

5.10.4. DSL Discount -- Recurring and non-recurring charges for SmartWaveDSL service will be discounted and/or waived as described in the SmartWaveDSL Customer Agreement.

(N)

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5.11. Teligent 30200 1 Promotion.

(N)

5.11.1. Offering For the period August 9, 2001 through and including September 30, 2001, current Teligent Local Exchange Customers subscribing to five (5) or fewer business lines may add one additional business line with no non-recurring charges and without recurring charges for the first three (3) months of service.

5.11.2. Conditions -- In order to be eligible for this promotion, the Customer must meet the following conditions:

5.11.2.A. The Customer must have been receiving Local Exchange Service on at least one (1) and no more than five (5) business lines as of May 31, 2001;

5.11.2.B. The Customer must be in current compliance with the provisions of this Tariff and any applicable contracts relating to subscription to Teligent's Local Exchange Service;

5.11.2.C. The Customer must agree to add at least one business line (and any desired accompanying features) to its Local Exchange subscription at a price to be based on the applicable tariffed month-to-month rates.

5.11.3. Restrictions

5.11.3.A. This promotion will be terminated with respect to the Customer should the Customer fail to comply with the provisions of this Tariff and any applicable contracts relating to subscription to Teligent's Local Exchange Service at any time after availing itself of this promotion. In such case, billing for the extra line shall commence at standard tariffed rates as of the date of the Customer's infraction. This includes any necessary retroactive billing.

5.11.4. Value of Promotion -- For the first 90 days following installation of the service requested pursuant to Section 5.11.2.C, the Customer will receive a credit equal to the tariffed month-to-month rate for one business line and the features that accompanied that business line added to the Customer's subscription at the time that the Customer availed itself of this promotion.

(N)

Business Customer Local Exchange Services Tariff

ORIGINAL5.12. Teligent 4Q2001 Promotion

(N)

5.12.1 Offering Subject to the conditions and restrictions stated below, for the period November 1, 2001, through and including December 31, 2001, Teligent will provide to all new customers and customers adding additional service an Installation Guarantee that issues customers a one-time credit for 50 percent of the applicable monthly recurring charges should Teligent not install service by the due date provided by Teligent and indicated on the Install Guarantee document

5.12.2. Conditions – In order to be eligible for this promotion, the Customer must meet the following conditions:

5.12.2.A. Teligent-owned equipment used to serve multiple customers, including operating microwave transmission facilities, must be located at customer's premises and active or available for service at the time the Customer Service Order ("CSO") is executed for the Customer to be eligible. Information regarding whether such equipment is located on a specific premise may be obtained by contacting the Teligent Sales Office. This Promotion (as are all Teligent service offerings) is offered subject to the availability of facilities and only offered where technically feasible.

5.12.2.B. Teligent and the Customer must execute a valid CSO, which includes any applicable due date.

5.12.2.C. The Customer must receive written confirmation that equipment and facilities are available to meet the Customer's CSO. This information shall be contained in the CSO or distributed to the Customer prior to the execution of the CSO.

5.12.2.D. Existing Customers must be in current compliance with the provisions of this Tariff and any applicable contracts relating to subscription to Teligent's Local Exchange Service at all locations where the Customer takes such service.

5.12.3.E. Teligent reserves the right not to credit the Customer's account the value of this promotion should, upon Teligent's request, Customer not able to provide written proof of either: (1) the offered due date, or (2) confirmation of equipment and facility availability prior to or concurrent with execution of the CSO.

5.12.3.F. While the CSO must be executed on or before December 31, 2001, the due date and potential issuance of credit need not be before December 31, 2001.

5.12.3. Restrictions

5.12.3.A. This promotion is limited to the new subscription to, or addition of, access lines or trunks of T-1 capacity or less.

5.12.3.B. Customer's CSO may not entail porting more than 20 local telephone numbers from the Customer's current provider.

(N)

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V.P., Regulatory Affairs and Public Policy
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Business Customer Local Exchange Services Tariff

5.12.3.C. This guarantee does not apply to circumstances beyond the control of Teligent, including, but not limited to, the following:

(N)

1. The Customer requests a delay;
2. The Customer's vendor requests a delay that causes Teligent not to meet the due date;
3. Any carrier from which the Customer may be porting number(s) delays the porting of such number(s);
4. The Customer requests that wiring be extended beyond Teligent's normal point of demarcation and the extension of such wire causes Teligent not to meet the due date;

5.12.4. Value of Promotion – Should Teligent not install service by the due date specified on the CSO, Teligent will issue the Customer a one-time credit equal to 50 percent of the monthly recurring charges, excluding surcharges, for the new or additional services specified on the CSO. Under no circumstances will the credit be refunded to the Customer.

(N)

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